

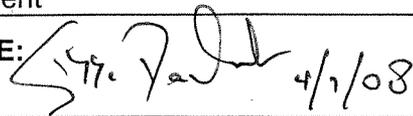




<b>SUBJECT:</b> Approval of the Fiscal Year 2009-2013 Capital Improvement Plan (FY2009-2013 CIP)	<b>Page</b> 1 of 1	<b>Agenda Item</b>
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<b>FROM (Department or other point of origin):</b> General Services Department	<b>Origination Date</b>	<b>Agenda Date</b>
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MS

<b>DIRECTOR'S SIGNATURE:</b>  4/1/08 Issa Z. Dadoush, P. E.	<b>Council District(s) affected:</b> All
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<b>For additional information contact:</b> Webb Mitchell, CIP Manager <b>Phone:</b> 832-393-8051	<b>Date and identification of prior authorizing Council action:</b>
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**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.



<b>Amount and Source of Funding:</b> N/A	<b>Finance Budget:</b>
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**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.

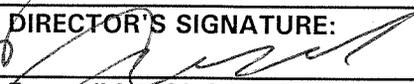


IZD:JLN:JT:WM:wm

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

**REQUIRED AUTHORIZATION**

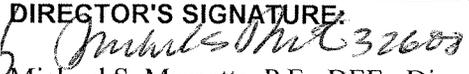
<b>Other Authorization:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>

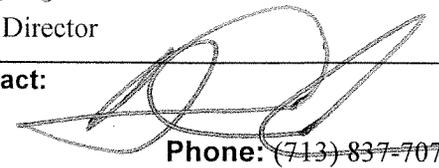
<b>(SUBJECT: Settlement of <i>Michael Cox vs. City of Houston</i>; Cause No. H-04-4318; In the United States District Court; Southern District of Texas.</b>		<b>Category #</b>	<b>Page 1 of 2</b>	<b>Agenda Item #</b> <i>2</i>
<b>FROM (Department or other point of origin):</b> Legal Department - Labor Division		<b>Origination Date</b> <i>4/3/08</i>	<b>Agenda Date</b> APR 09 2008	
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District affected:</b>		
<b>For additional information contact:</b> Constance K. Acosta or Marcus L. Dobbs (713-247-1485) (713-247-1517)		<b>Date and identification of prior authorizing Council action:</b>		
<b>RECOMMENDATION: (Summary)</b> 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.				
<b>Amount of Funding: \$155,000.00</b>		<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>Property and Casualty Fund No. 1004</b>				
<b>SPECIFIC EXPLANATION:</b>  <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>				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Director:</b> 		<b>Other Authorization:</b>		<b>Other Authorization:</b>

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

<b>SUBJECT:</b> Accept Work for Water Line Replacement in the Lindale Area. WBS No. S-000035-00C7-4	Page 1 of 1	Agenda Item #  <span style="font-size: 2em; color: blue;">3</span>
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<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b>  4/3/08	<b>Agenda Date</b>  APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE, Director	<b>Council Districts affected:</b> H
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<b>For additional information contact:</b>  J. Timothy Lincoln, P.E. Senior Assistant Director 	<b>Date and Identification of prior authorizing Council Action:</b> Ord. #2006-363 dated 04/19/2006 
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**RECOMMENDATION: (Summary)** Pass a motion to approve the final Contract Amount of \$1,937,621.58 which is 6.12% under the original Contract Amount, accept the Work, and authorize final payment.

<b>Amount and Source of Funding:</b> No additional funding required. Original appropriation of \$2,416,400.00 from Water and Sewer System Consolidated Construction Fund, Fund No. 755.	<b>F&amp;A Budget:</b>
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**SPECIFIC EXPLANATION:**

**PROJECT NOTICE/JUSTIFICATION:** This project was part of the City's Water Line Replacement Program and is required to replace and upgrade water lines within the City to increase circulation and availability of water.

**DESCRIPTION/SCOPE:** This project consisted of construction of 24,147 linear feet of 8-inch, 3,440 linear feet of 6-inch, and 491 linear feet of 4-inch water lines with all related appurtenances in the Lindale Area. Isani Consultants designed the project with 365 calendar days allowed for construction. The project was awarded to D. L. Elliott Enterprises, Inc. with an original Contract Amount of \$2,063,865.75.

**LOCATION:** The project area is generally bound by Bennington on the north, N. Loop on the south, Helmers on the east and I-45 on the west. The project is located in the Key Map grids 453-P & Q.

**CONTRACT COMPLETION AND COST:** The Contractor, D. L. Elliott Enterprises, Inc. has completed the Work under the subject contract. The project was completed within the Contract Time with additional 56 days approved by Change Order Nos. 1 and 2. The final cost of the project, including overrun and underrun of estimated bid quantities and previously approved Change Order Nos. 1 and 2 is \$1,937,621.58, a decrease of \$126,244.17 or 6.12% under the original Contract Amount.

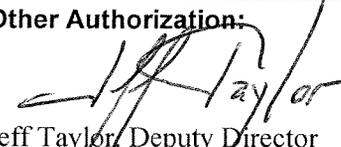
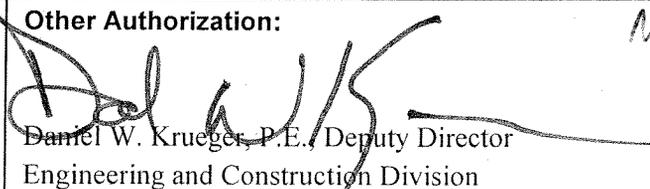
The decreased cost is primarily due to an underrun in Base Unit Price Item No. 20 – 8-inch Water Line and Fittings (augured) and the work not requiring use of most Extra Unit Price Items.

**M/WBE PARTICIPATION:** The M/WBE goal for this project was 17%. According to Affirmative Action and Contract Compliance Division, the actual participation was 17.14%. The Contractor achieved a "Satisfactory" rating for M/WBE Compliance.

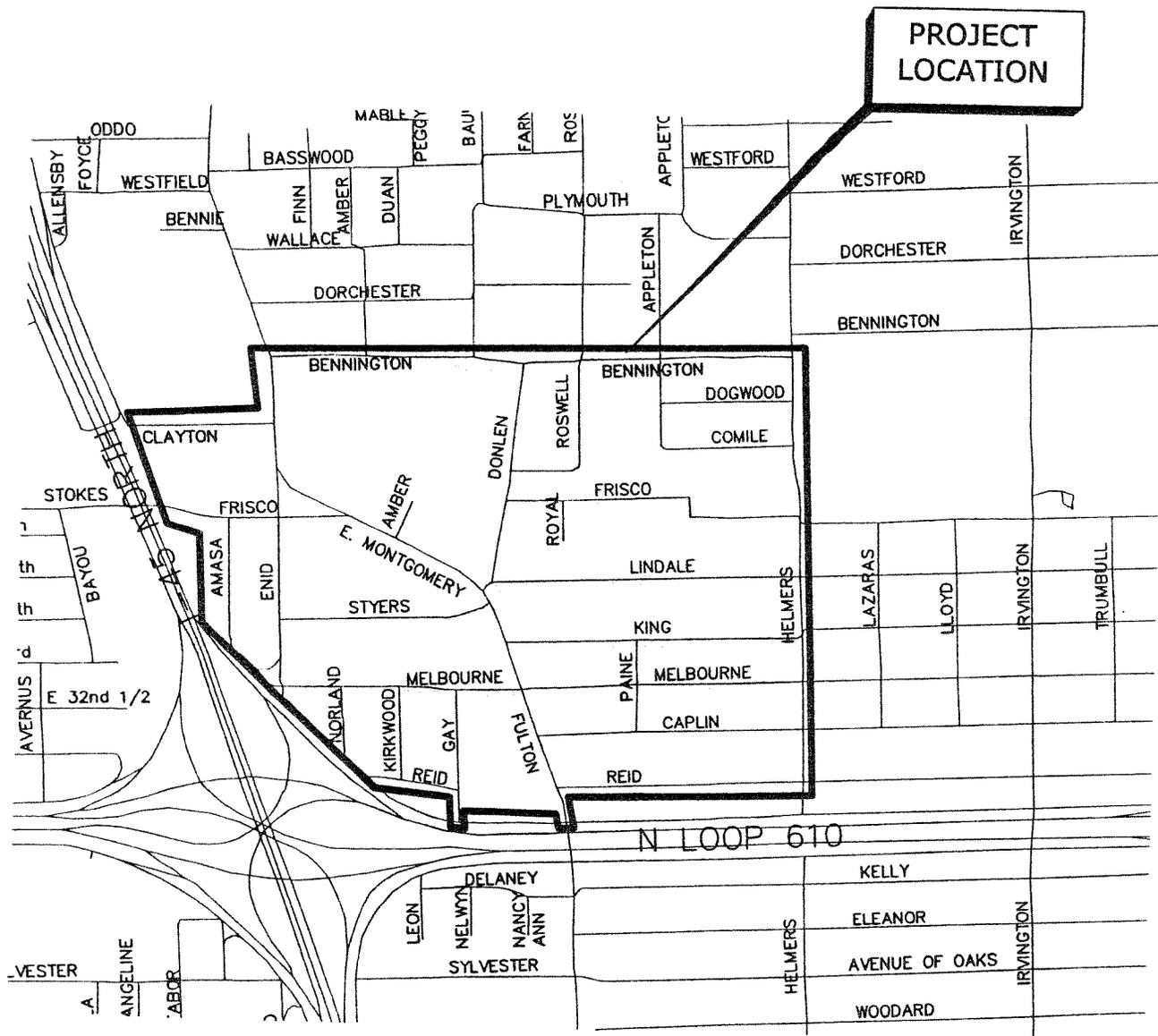
MSM:JTL:AR:DO:mq  
 S:\E&C Construction\North Sector\CM's\10789-Lindale\Closeout\RCA\RCA\_CL-2-rev2.DOC

c: Daniel W. Krueger, P.E.      Velma Laws      Michael Ho, P.E.      Craig Foster      File No. S-000035-00C7-4 - Closeout

**REQUIRED AUTHORIZATION      CUIC ID# 20MZQ030**

<b>F&amp;A Director:</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
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# EXHIBIT B



KEY MAP: 453 P,Q

EXHIBIT: B	
PROJECT LOCATION MAP	
WATER MAIN REPLACEMENT IN THE LINDALE AREA (GFS No. S-0035-C7-2; FILE No. WA10789)	
SCALE: NTS	DATE: 8/16/04
	
3143 YELLOWSTONE BLVD HOUSTON, TX 77054 TEL: (713) 747-2300 FAX: (713) 748-3748	

To: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> PROPERTY: Condemnation of Parcel AY7-005, located at the SW Corner of Monroe Road and Hall Road for the MONROE PAVING PROJECT (from Fuqua to the Beltway) WBS N-000711-0001-2 Owner: Four Seasons Self Storage at Pearland Parkway, L.P., a Texas limited partnership [LPT Development, Inc. (Courtland Peddy, Vice President and Chief Financial Officer) General Partner]	<b>Category #7</b>	<b>Page 1 of 1</b>	<b>Agenda Item #</b>  <div style="text-align: right; font-size: 2em; font-weight: bold;">4</div>
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<b>FROM: (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b> 4/3/08	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE, Director	<b>Council District affected:</b> E  Key Map 575 U and Y
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<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 2005-1047, September 7, 2005
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**RECOMMENDATION: (Summary)**  
Authority be given through Council Motion to condemn Parcel AY7-005

<b>Amount and Source of Funding:</b> No Additional Funding Required (to be determined by Condemnation proceedings; covered under Blanket Appropriation Ordinance 2005-1047, N-00663A-00RE-2-01 Street and Bridge Consolidated Construction Fund 4506)	<b>F&amp;A Budget:</b>
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**SPECIFIC EXPLANATION:**  
The MONROE PAVING PROJECT (from Fuqua to the Beltway) is required to meet mobility and traffic safety requirements in the southeast part of the City of Houston. The project provides for the removal and replacement of an existing two-lane asphalt roadway with a four-lane concrete boulevard. It also includes construction of sidewalks, storm sewers, sanitary sewers, water lines and an offsite storm water detention facility. This transaction involves the acquisition of 5,817 square feet located at the SW Corner of Monroe Road and Hall Road.

**CONDEMNATION:**  
The City desires to acquire 5,817 square feet from a vacant commercial lot. Condemnation is being recommended to acquire this parcel due to the owner's refusal of the City's offer. The City's offer was based on an appraisal by Travis R. Cooper, Independent Fee Appraiser. The valuation was reviewed and recommended for approval by a senior staff appraiser of this department. The breakdown is as follows:

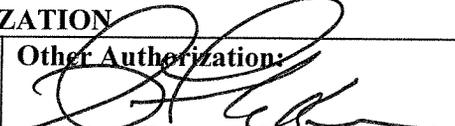
Parcel AY7-005 (Easement)	
3,817 square feet (unencumbered) @ \$1.15 PSF .....	\$ 4,390.00 ®
2,000 square feet (encumbered) @ \$1.15 PSF x 50% .....	\$ 1,150.00
<b>TOTAL CONSIDERATION.....</b>	<b>\$ 5,540.00</b>
NO COUNTEROFFER SUBMITTED	

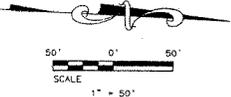
It is recommended that authority be given through Council Motion to condemn Parcel AY7-005 located at the SW Corner of Monroe Road and Hall Road. Parcel AY7-005 is 5,817 square feet of land, out of the 9.15 acre tract described in the deed from Palms Properties, L.L.C. to Four Seasons Self Storage at Pearland Parkway, L.P. recorded under File Y123842, in the Official Public Records of Real Property of Harris County, Texas, in the W.F. Bissonett Survey, A-150, Harris County, Texas according to City of Houston field notes.

MSM:NPC:aj  
cc: Marty Stein

CUIC #20ANJ04

**REQUIRED AUTHORIZATION**

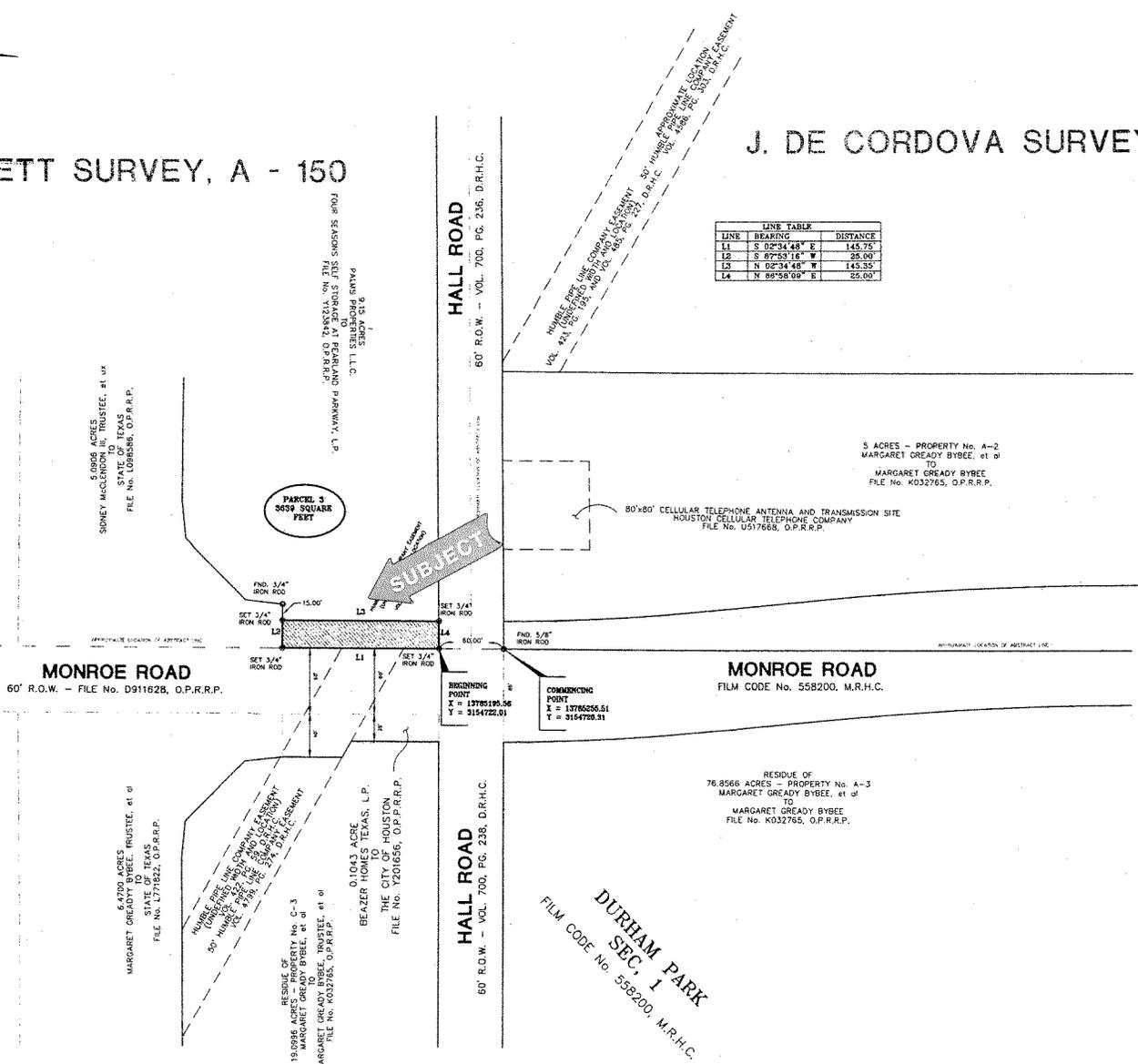
<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Andrew F. Icken, Deputy Director Planning and Development Services Division
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W.F. BISSONETT SURVEY, A - 150

J. DE CORDOVA SURVEY, A - 237

SAM HOUSTON PARKWAY BELTWAY 8



LINE	BEARING	DISTANCE
L1	S 02°34'48" E	145.75
L2	S 02°51'16" W	25.00
L3	N 02°34'48" W	145.35
L4	N 89°58'08" E	25.00

**SUBJECT**

BEGINNING POINT  
X = 13785195.56  
Y = 3154722.01

COMMENCING POINT  
X = 13785256.51  
Y = 3154728.31

NOTE 1:  
ALL COORDINATES AND BEARINGS SHOWN HEREON ARE GRID VALUES REFERENCED TO THE 1983 STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, T20N.

NOTE 2:  
ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS SHOWN OTHERWISE. TO CONVERT SURFACE DISTANCE TO GRID DISTANCE MULTIPLY BY THE GRID FACTOR OF 0.999998768.

CITY OF HOUSTON

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAN CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THE PROFESSIONAL SERVICES SUBSTANTIALLY CONFORM TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 2, CONDITION 4, SURVEY.

July 7, 2006  
CERTIFICATE DATE SUMMER ADAMS, R.P.L.S. NO. 5684

THIS SURVEY IS ISSUED IN CONJUNCTION WITH THE LEGAL DESCRIPTION BY PATE SURVEYORS OF THE SAME CERTIFICATION DATE SHOWN HEREON, HEREBY REFERENCED AS PART 2 OF 2. THIS SURVEY IS PART 1 OF 2.

**PATE SURVEYORS**  
A DIVISION OF PATE ENGINEERS, INC.

**ROUTE SURVEY**

MONROE ROAD  
RIGHT-OF-WAY TAKING  
W.F. BISSONETT SURVEY, A - 150  
HARRIS COUNTY, TEXAS

CITY OF HOUSTON  
PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

DATE: 08125106

KEY MAP NO. 575 U, 575 Y GMS MAP NO. 55510

PARCEL NO. 3

AN 7-005

4229A

PATE SURVEYORS JOB # 057-057-00-560

R. CAMERON SURVEY, A - 211

**SYMBOL LEGEND**  
○ FOUND MONUMENT  
● SET MONUMENT

**ABBREVIATION TABLE**  
M.P.C. MAP RECORDS OF HARRIS COUNTY  
D.P.A.C. DEED RECORDS OF HARRIS COUNTY  
O.P.R.P. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY TEXAS

**PROPERTY INFORMATION**  
CIP NO.  
GFS NO. N-0711-01-2  
C.M. NO.

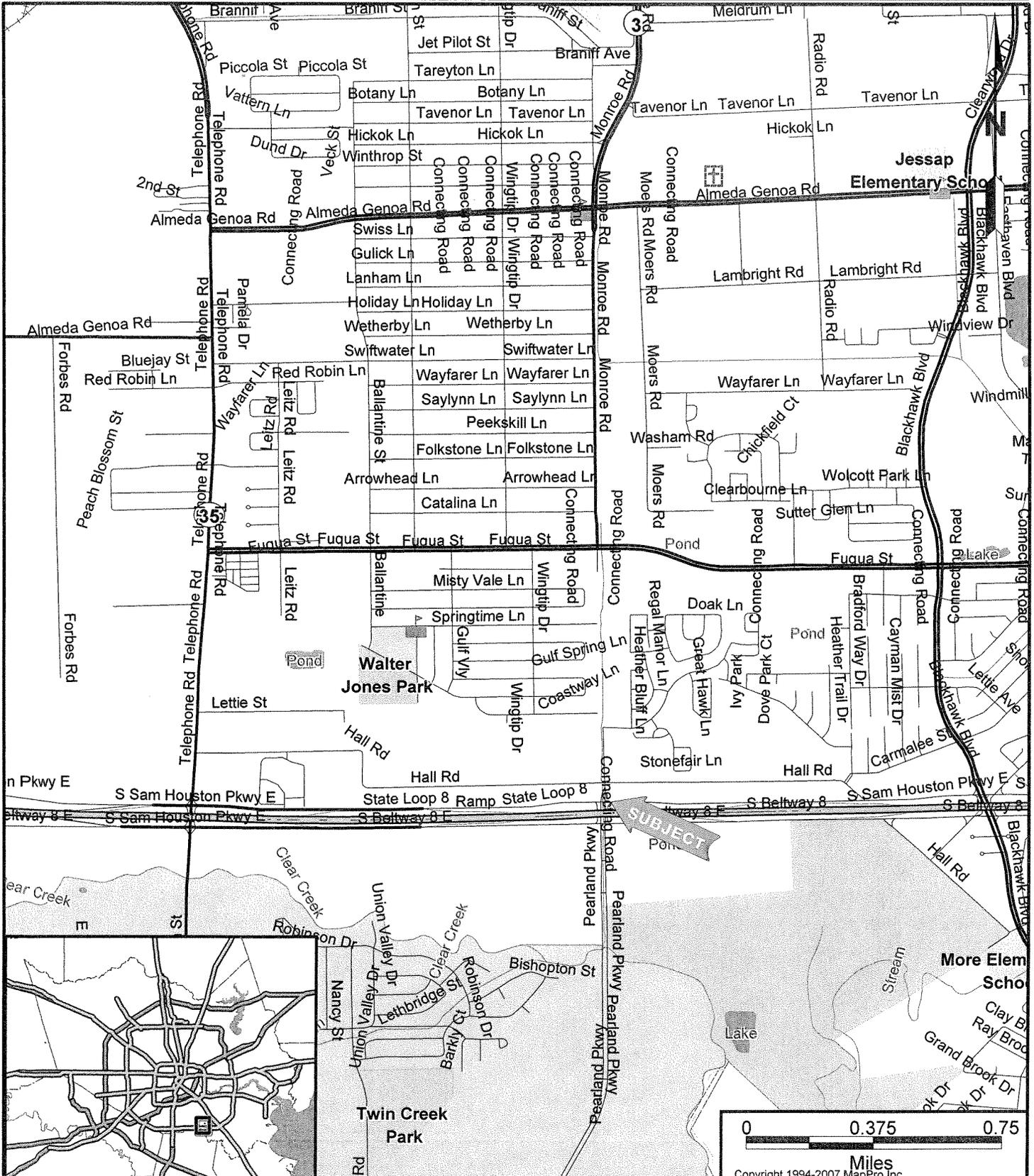
# LOCATION MAP

Description: Monroe Paving Project (from Fuqua to the Beltway)

Parcel Number AY7-005, WBS N-000711-0001-2

Key Map 575 U and Y, Council District E

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.

To: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

SUBJECT: PROPERTY: Condemnation of Parcel KY7-243, located at 950 Lehman Street for the WATER LINE REPLACEMENT IN THE SHEPHERD PARK TERRACE AREA PROJECT  
WBS S-000035-00N5-2  
Owner: Gary L. Meyer and Francine F. Meyer

Category #7	Page 1 of 2	Agenda Item # 5
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FROM: (Department or other point of origin):  
  
Department of Public Works and Engineering

Origination Date 4/3/08	Agenda Date APR 09 2008
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DIRECTOR'S SIGNATURE:  
  
Michael S. Marcotte, P.E., DEE, Director

Council District affected:  
A 29  
Key Map 452G

For additional information contact:  
Nancy P. Collins Phone: (713) 837-0881  
Senior Assistant Director

Date and identification of prior authorizing Council Action:  
Ordinance 2005-1102, September 21, 2005

RECOMMENDATION: (Summary)  
Authority be given through Council Motion to condemn Parcel KY7-243

Amount and Source of Funding: No Additional Funding Required (to be determined by Condemnation proceedings; covered under Blanket Appropriation Ordinance 2005-1102, S-00019A-00RE-2-01 Water and Sewer System Consolidated Construction Fund 8500)

F&A Budget:

SPECIFIC EXPLANATION:  
The WATER LINE REPLACEMENT IN THE SHEPHERD PARK TERRACE AREA PROJECT is part of the City's water line replacement program. This program is required to replace and upgrade lines within the City to increase circulation and availability of water. This transaction involves the acquisition of 545 square feet located at 950 Lehman Street.

CONDEMNATION:  
The City desires to acquire 545 square feet from an improved residential lot for a water line easement. Condemnation is being recommended because the property owners have title issues which cannot be resolved. The property was appraised by Frank Flores, Independent Fee Appraiser. The agreed upon consideration is as follows:

Parcel KY7-243 (Easement)

LAND .....	\$5,105.00
TOTAL CONSIDERATION.....	\$5,105.00

It is recommended that authority be given through Council Motion to condemn Parcel KY7-243 located at 950 Lehman Street. This parcel is for an easement that contains 545 square feet of land situated in S.W. Allen Survey Abstract 94, being out of Lot 10, Block 2, of Candlelight Plaza Section 2 as recorded in Volume 128, Page 43 of the Map Records of Harris County, Texas, according to City of Houston field notes.

MSM:NPC:aj  
S:/JUDGE/Shepherd Park/KY7-243  
cc: Marty Stein

CUIC #20ANJ01

REQUIRED AUTHORIZATION

F&A Director:	Other Authorization:  Jeff Taylor, Deputy Director Public Utilities Division	Other Authorization:  Andrew F. Icken, Deputy Director Planning and Development Services Division
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## PARCEL VALUATION

Following is a breakdown of the consideration for Parcel KY7-243:

### LAND:

Parcel KY7-243 (Easement)

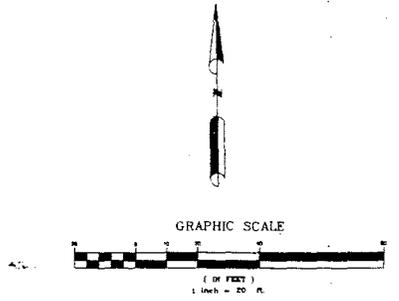
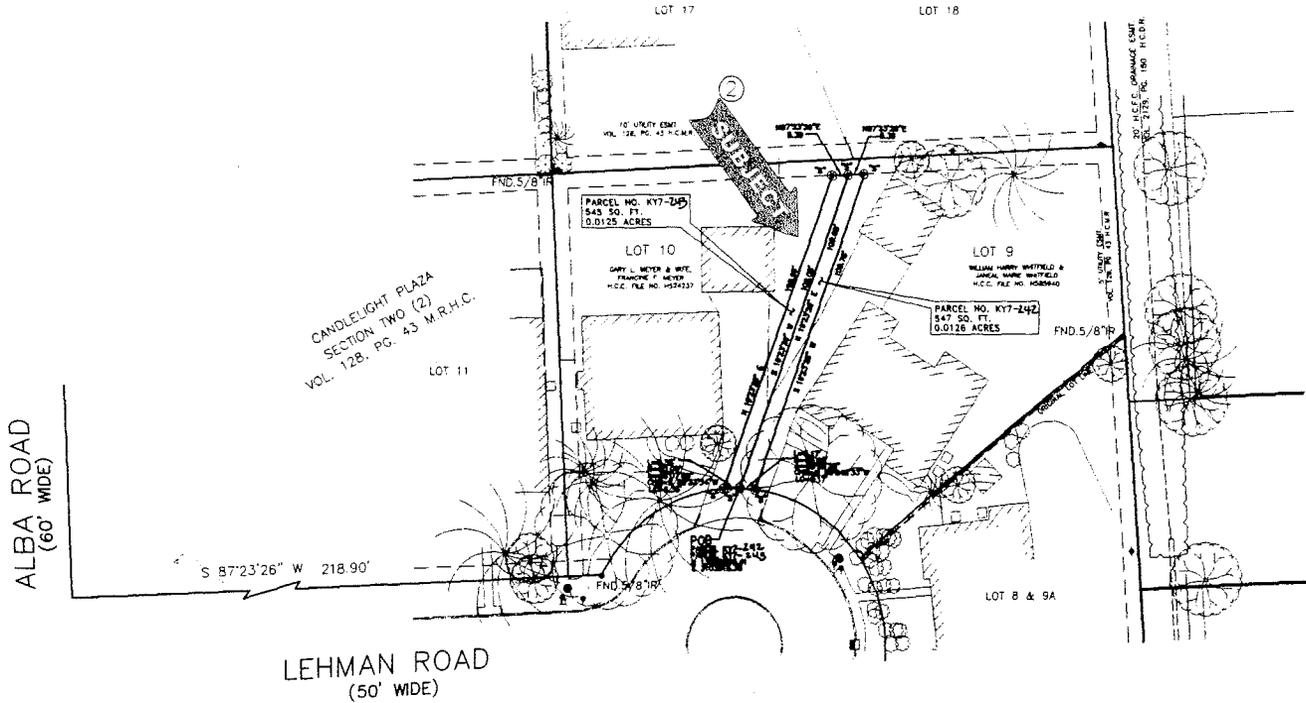
545 square feet @ \$18.00 per square feet X 50%..... \$4905.00

### COST TO CURE:

Cost to Cure (sand to fill ruts).....\$200.00

TOTAL CONSIDERATION..... \$5105.00

NOTES  
 1. ALL COORDINATES AND BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83, SP=0 999866244)  
 2. "S" INDICATES SET 5/8" HIGH ROD WITH AMANN CAP.



I, ROBERT J. ARMITAGE HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND ON THE GROUND AS A RESULT OF AN ACTUAL SURVEY CONDUCTED UNDER MY SUPERVISION ON OCTOBER 23, 2005.  
 THERE ARE NO APPARENT ENCROACHMENTS OR IMPROVEMENTS WITHIN ITS BOUNDARIES UNLESS SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 'A' CONDITION 1 (URBAN BUSINESS DISTRICT) STANDARD LAND SURVEY.

DATED THIS 23<sup>RD</sup> DAY OF MARCH 2007  
 SIGNED: *[Signature]*  
 ROBERT J. ARMITAGE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5685



<b>AMANN ENGINEERING, INC.</b> 6313 SOUTHWEST FREEWAY SUITE 100 HOUSTON, TEXAS 77074 TEL: (713) 270-5700		
SURVEYED BY: AMANN FB NO. P-5323		
<b>CITY OF HOUSTON          PUBLIC WORKS AND          ENGINEERING DEPARTMENT</b> <i>[Signature]</i>		
KEY MAP NO. 457-G 52608		
PARCEL NO. K47-242 K47-243		
CP. NO. 43250		
M.P. 5-000035-0065-4		

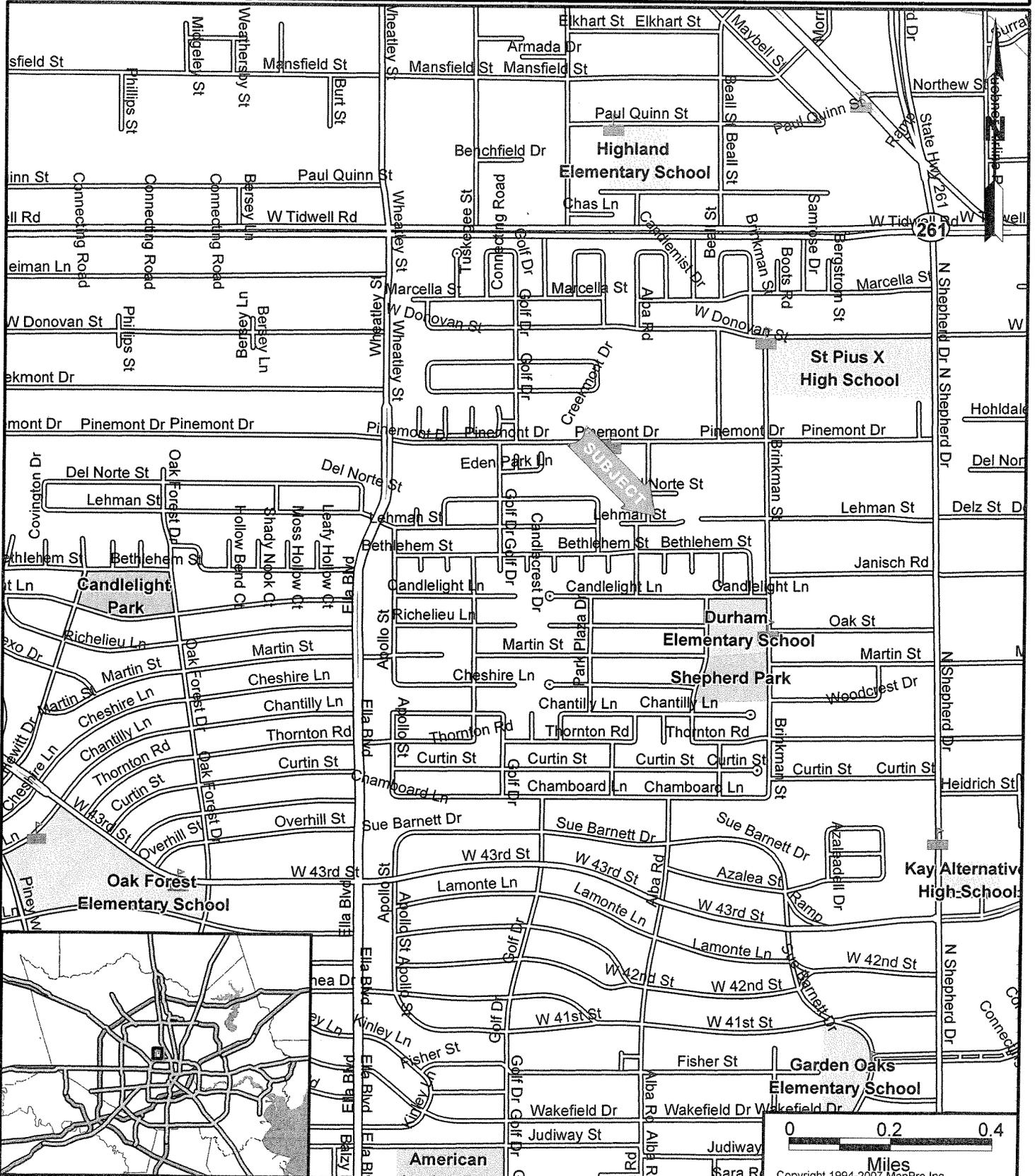
# LOCATION MAP

Description: WATER LINE REPLACEMENT IN THE SHEPHERD PARK TERRACE AREA PROJECT

Parcel Number KY7-243, WBS S-000035-00N5-2

Key Map 452G, Council District A

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



**CAUTION:**

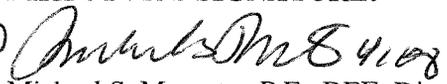
Inaccuracies may exist on map such as missing, incorrectly drawn, or incorrectly addressed streets. Please report any such inaccuracy to MapPro, Inc. so that appropriate corrections can be made.

To: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT: PURCHASE</b> of Parcel AY3-065, located in the 10777 block of Southwest Freeway for the KEEGANS' BAYOU HIKE AND BIKE TRAIL PROJECT (from Brays Bayou to Kirkwood) WBS N-00420B-0025-2-01 OWNER: SRL Properties - Houston, Ltd., a Texas limited partnership, SRL Properties, Inc., General Partner, Ed Sebesta, President	<b>Category #7</b>	<b>Page 1 of 1</b>	<b>Agenda Item #</b>  <div style="text-align: right; font-size: 2em;">6</div>
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<b>FROM: (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b> 4/3/08	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE, Director	<b>Council District affected:</b>  C SR Key Map 529Z
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<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 2006-729, passed June 28, 2006
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**RECOMMENDATION: (Summary)** Authority be given through Council Motion to PURCHASE Parcel AY3-065.

<b>Amount and Source of Funding:</b> No additional funding required (covered under Blanket Appropriation Ordinance 2006-729, N-00420B-0002-2-01 Street and Bridge Consolidated Construction Fund 4506)	<b>F&amp;A Budget:</b>
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**SPECIFIC EXPLANATION:**  
The KEEGANS' BAYOU HIKE AND BIKE TRAIL PROJECT (from Brays Bayou to Kirkwood) provides for a safer route of travel for bicyclists and/or hikers away from the street traffic. Various trails will encourage an alternative method to commute within the City. This transaction involves the acquisition of 38,080 square feet of land located in the 10777 block of Southwest Freeway for a hike and bike trail easement.

**PURCHASE:**  
The City desires to acquire 38,080 square feet of land out of improved commercial property. The City's offer was based on an appraisal completed by William D. Kvinta, MAI, SRA, Independent Fee Appraiser. This valuation was reviewed and recommended for approval by a senior staff appraiser of this department. The breakdown is as follows:

Parcel AY3-065: (easement)
22,606 square feet (unencumbered) @ \$12.00..... \$271,272.00
15,473 square feet (encumbered) @ \$12.00 x 10%..... 18,568.00
<b>TOTAL COMPENSATION..... \$289,840.00</b>

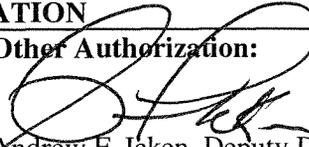
It is recommended that authority be given through Council Motion to PURCHASE Parcel AY3-065, owned by SRL Properties - Houston, Ltd., a Texas limited partnership, SRL Properties, Inc., General Partner, Ed Sebesta, President. This parcel contains 0.8742 acre (38,080 square feet) of land for a hike and bike trail out of a tract of land situated in the Jas. Alston Survey, A-100, Harris County, Texas, as conveyed to SRL Properties - Houston, Ltd., a Texas limited partnership by deed recorded under Harris County Clerk's File S315223, in the Official Public Records of Real Property, Harris, County, Texas, according to City of Houston field notes.

MSM: NPC: sr  
S:\ROBERTSWRCA-KeegansAY3-065-Pure.doc

cc: Marty Stein

CUIC #20SDR16

**REQUIRED AUTHORIZATION**

<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Andrew F. Icken, Deputy Director Planning and Development Services Division
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# SURVEY, A-100

0.2471 ACRES  
LEONARD CERIGONSKY, TRUSTEE  
TO  
HARRIS COUNTY FLOOD CONTROL DISTRICT  
FILE No. F084924, O.P.R.R.P.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 45°01'48" E	6.34'
L2	S 52°30'00" W	41.87'
L3	S 40°30'00" W	38.74'

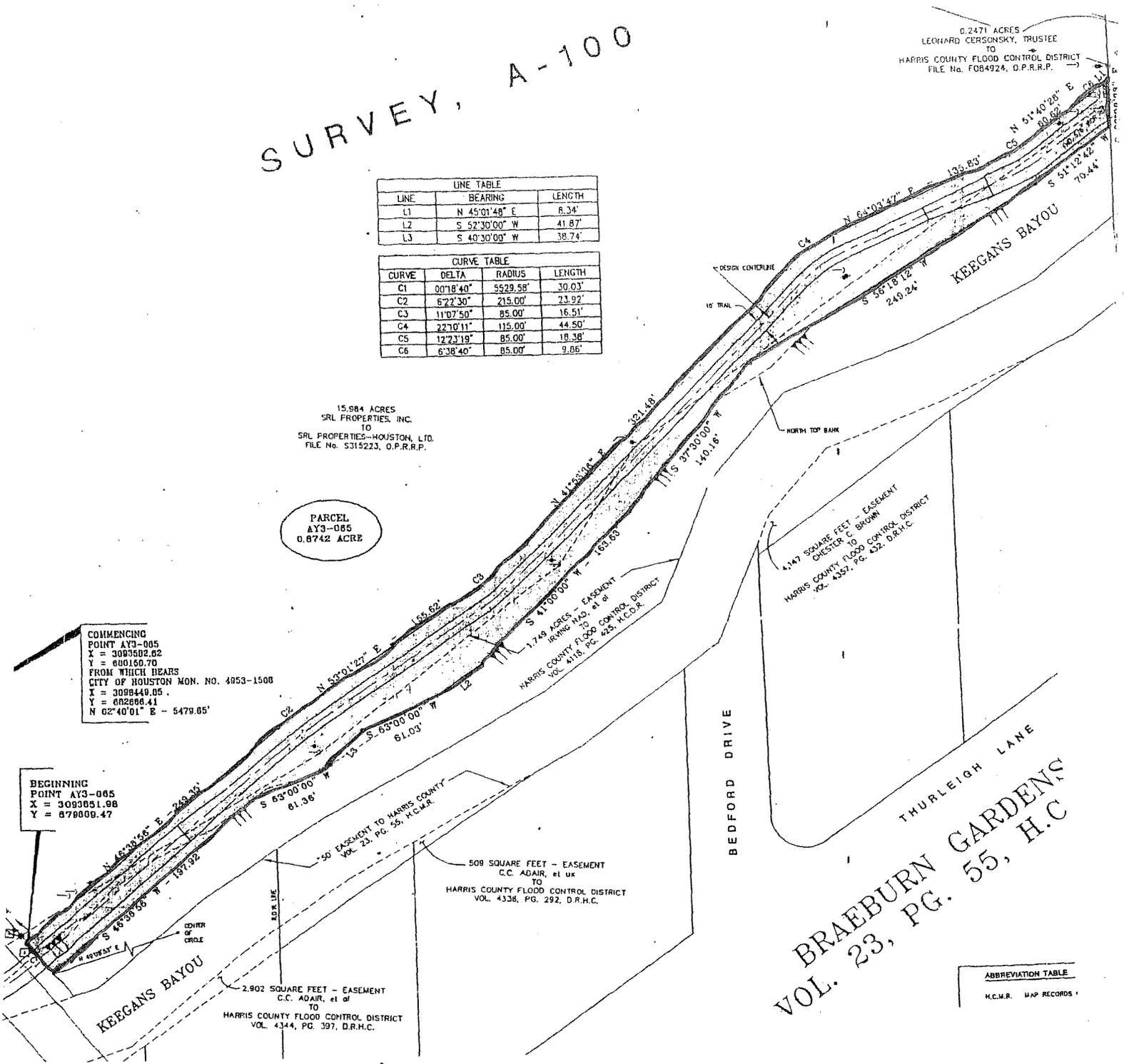
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°18'40"	5529.58'	30.03'
C2	6°22'30"	215.00'	23.92'
C3	11°07'50"	85.00'	16.51'
C4	22°10'11"	115.00'	44.50'
C5	12°23'19"	85.00'	18.36'
C6	6°38'40"	85.00'	9.06'

15.984 ACRES  
SRL PROPERTIES, INC.  
TO  
SRL PROPERTIES-HOUSTON, LTD.  
FILE No. 5315223, O.P.R.R.P.

PARCEL  
AY3-085  
0.8742 ACRE

COMMENCING  
POINT AY3-065  
X = 3093582.82  
Y = 609150.70  
FROM WHICH BEARS  
CITY OF HOUSTON MON. NO. 4853-1500  
X = 3098449.05  
Y = 602868.41  
N 02°40'01" E - 5479.85'

BEGINNING  
POINT AY3-065  
X = 3093051.98  
Y = 678809.47



BRAEBURN GARDENS  
VOL. 23, PG. 55, H.C.

ABBREVIATION TABLE

H.C.M.R. MAP RECORDS

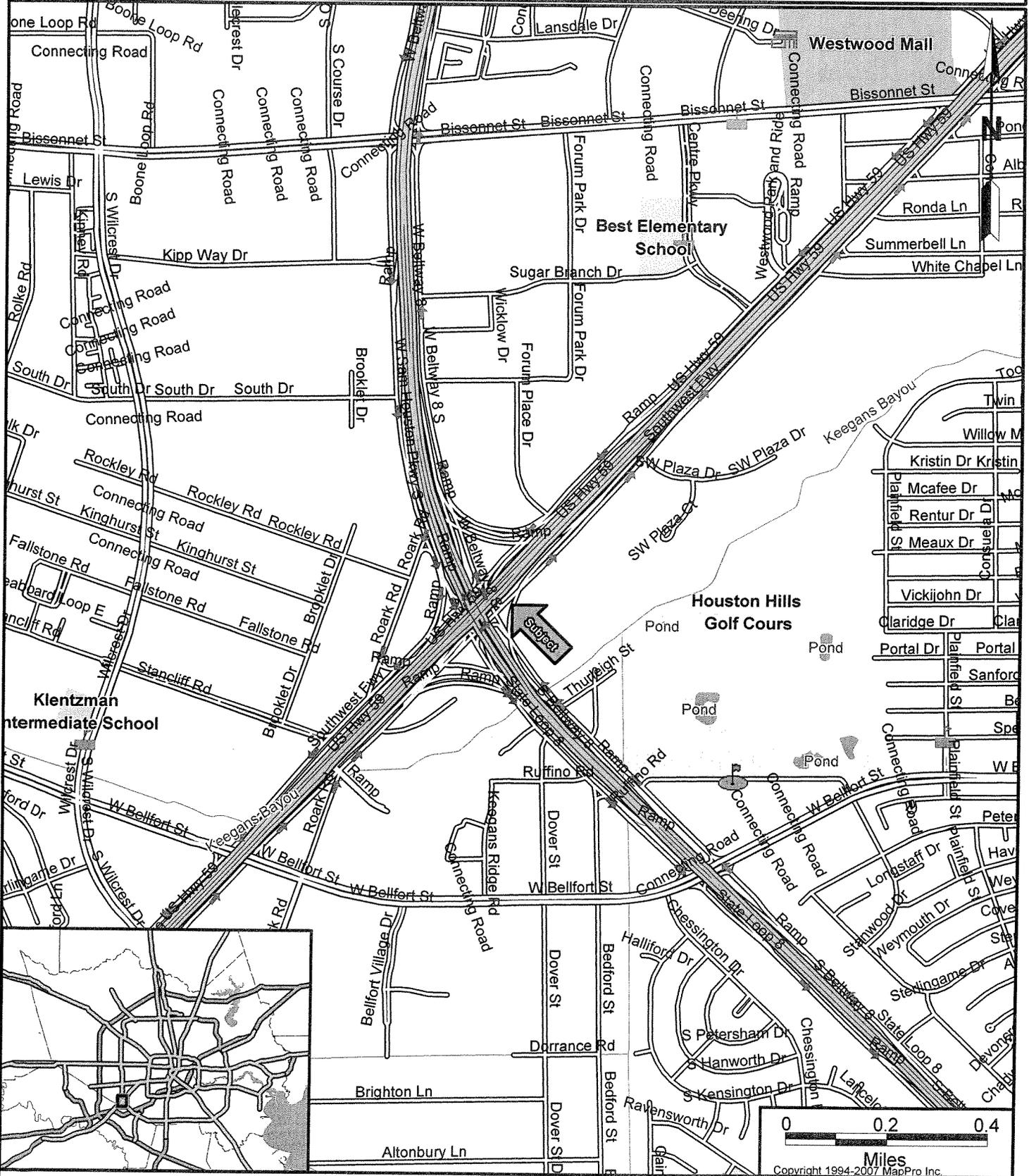
# LOCATION MAP

Description: **KEEGANS' BAYOU HIKE AND BIKE TRAIL PROJECT** (from Braes Bayou to Kirkwood)

WBS N-00420B-0025-2-01 Parcel AY3-065

Subject Address: 10777 Southwest Freeway, Houston, TX 77074

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



**CAUTION:**

The location of property arrows shown on this map are approximate only. 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# 7795**

**Subject:** Purchase of a Microsoft Enterprise License Agreement through the City's Master Agreement with the Texas Department of Information Resources (DIR)  
(Contract No. C56844)

Category #  
4 & 5

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**  
February 15, 2008

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE**  
*Calvin D. Wells*

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

**For additional information contact:**  
Richard Hrachovy Phone: (281) 230-8002  
Ray DuRousseau Phone: (713) 247-1735

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

**RECOMMENDATION: (Summary)**  
Approve the purchase of a two-year Microsoft Enterprise license agreement in the total amount of \$939,928.00 through the City's Master Agreement with the Texas Department of Information Resources (DIR) for the Houston Airport System.

Award Amount: \$939,928.00

**F & A Budget**

\$939,928.00 - HAS Revenue Fund (8001)

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve the purchase of a two-year Microsoft Enterprise license agreement in the total amount of \$939,928.00 through the City's Master Agreement with the Texas Department of Information Resources (DIR) for the Houston Airport System and that authorization be given to issue a purchase order to DIR's Go Direct Vendor, SHI Government Solutions, Inc., a certified State of Texas Historically Underutilized Business.

This purchase will allow the Department's Information Technology personnel to receive technical support, updates, and upgrades for Microsoft sequel server software and other applications such as Microsoft Windows and Microsoft Office.

Under the terms of this agreement, the vendor will be required to provide:

- Access to the latest version of Microsoft software including the Enterprise Platform.
- 24 hours per day, 7 days a week telephone, Web, and e-mail support.

Buyer: Murdock Smith III

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization:

*ms*

**REQUEST FOR COUNCIL ACTION**

TO: Mayor via City Secretary

RCA# 7757

**Subject:** Formal Bids Received for Interior Signage Upgrade at the George R. Brown Convention Center for the Convention & Entertainment Facilities Department  
S25-N22668

Category #  
1 & 4

Page 1 of 2

Agenda Item  
**8-8A**

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
March 31, 2008

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE**  
*Calvin D. Wells*

**Council District(s) affected**  
1

**For additional information contact:**  
Dawn Ullrich Phone: (713) 853-8083  
Ray DuRousseau Phone: (713) 247-1735

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

**RECOMMENDATION: (Summary)**  
Approve an ordinance authorizing the appropriation of \$133,781.63 out of the C & E Construction Fund (Fund 8611) and approve an award to ALLPRO Sign & Banner Company on its low bid in the amount of \$127,411.08 and contingencies (5% for unforeseen changes within the scope of work) in the amount of \$6,370.55 for a total amount not to exceed \$133,781.63 to replace the interior signage at the George R. Brown Convention Center for the Convention & Entertainment Facilities Department.

Award Amount: \$133,781.63

F & A Budget

\$133,781.63 C & E Construction Fund (8611) WBS B-000130-0001-4-01

**SPECIFIC EXPLANATION:**  
The City Purchasing Agent recommends that City Council approve an ordinance authorizing the appropriation of \$133,781.63 out of the C & E Construction Fund (Fund 8611). It is further recommended that City Council approve an award to ALLPRO Sign & Banner Company on its low bid in the amount of \$127,411.08 and contingencies (5% for unforeseen changes within the scope of work) in the amount of \$6,370.55 for a total amount not to exceed \$133,781.63 to replace the interior signage 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 was advertised in accordance with the requirements of the State of Texas bid laws. Sixteen prospective bidders downloaded the solicitation document from SPD's e-bidding website and nine bids were received as itemized below:

<u>Company</u>	<u>Total Amount</u>
1. ALLPRO Sign & Banner Company	\$127,411.08
2. Active Signs & Design, Inc.	\$130,274.00
3. Color-Ad, Inc.	\$139,743.80
4. Neon Electric Corporation	\$155,899.00
5. Freeman Decorating Services, Inc.	\$159,500.00
6. NW Sign Industries	\$165,398.24
7. Sign Tech International	\$207,801.00
8. 1 Stop Sign & Safety, Inc.	\$219,000.00
9. Esbee Sign Systems	\$224,352.00

The scope of work requires the contractor to provide all tools, materials, equipment, labor, supervision and transportation necessary to remove and replace 306 signs of various sizes at the George R. Brown Convention Center, located at 1001 Avenida de las Americas. The 20-year-old existing signs are out-dated

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization: *not*

*not*

Date: 3/31/2008	Subject: Formal Bids Received for Interior Signage Upgrade at the George R. Brown Convention Center for the Convention & Entertainment Facilities Department S25-N22668	Originator's Initials TS	Page 2 of 2
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and many have been replaced with temporary signs to reflect the new numbering system that was changed due to the expansion of the GRBCC complex. The existing signs will be disposed of by the contractor in accordance with State and local regulations. Material and workmanship for this project are warranted for two years and will have a life expectancy of 20 years. The contractor will have 60 days to complete the work on this project after receipt of the notice-to-proceed.

Buyer: Richard Morris

Attachment: M/WBE zero-percent goal document approved by Affirmative Action Division



# CITY OF HOUSTON

# Interoffice

Finance & Administration Department  
Strategic Purchasing Division (SPD)

Correspondence

To: Kevin M. Coleman, C.P.M.  
Assistant Purchasing Agent

From: Tom Smyer

Date: January 25, 2008

Subject: MWBE Participation Form

I am requesting a waiver of the MWBE Goal: Yes  No  Type of Solicitation: Bid  Proposal

I am requesting a MWBE goal below 11% (To be completed by SPD, and prior to advertisement): Yes  No

I am requesting a revision of the MWBE Goal: Yes  No  Original Goal: 11% New Goal: 0

If requesting a revision, how many solicitations were received: 9

Solicitation Number: N22668 Estimated Dollar Amount: \$134,000.00

Anticipated Advertisement Date: 11/23/2007 Solicitation Due Date: 12/20/2007

Goal On Last Contract: N/A Was Goal met: Yes  No

If goal was not met, what did the vendor achieve: \_\_\_\_\_

Name and Intent of this Solicitation:

Interior signage upgrade at the Geotge R. Brown Convention Center

Rationale for requesting a Waiver or Revision (Zero percent goal or revision after advertisement):  
(To be completed by SPD)

The recommended contractor, ALPRO Sign & Banner Company can not find a certified M/WBE company to supply material or installation services for this project. The contractor has been in contact with the Affirmative Action Division for assistance but has been unsuccessful.

Concurrence:

SPD Initiator

Division Manager

Velma Laws, Director  
\*Affirmative Action

Kevin M. Coleman, C.P.M.  
Assistant Purchasing Agent

\* Signature is required, if the request is for zero percent MWBE participation, or to revise the MWBE goal.

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7819**

**Subject:** Formal Bids Received to Furnish and Install a HVAC System at Fire Station No. 62 for the General Services Department S30-C22740

Category #  
1 & 4

Page 1 of 1

Agenda Item

*9-9A*

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
March 03, 2008

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE**

*Calvin D. Wells*

**Council District(s) affected**  
A

**For additional information contact:**  
Jacquelyn L. Nisby Phone: (713) 247-1814  
Ray DuRousseau Phone: (713) 247-1735

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

**RECOMMENDATION: (Summary)**

Approve an ordinance authorizing the appropriation of \$67,977.00 out of the Fire Consolidated Construction Fund (Fund 4500) and approve an award to Hunter Allied of Texas, Inc. on its low bid in the amount of \$64,740.00 and contingencies (5% for unforeseen changes within the scope of work) in the amount of \$3,237.00 for a total amount not to exceed \$67,977.00 to furnish and install a heating, ventilation and air conditioning (HVAC) system at Fire Station No. 62 for the General Services Department.

Award Amount: \$67,977.00

**F & A Budget**

\$67,977.00 - Fire Consolidated Construction Fund (4500) WBS C-0000EQ-0002-4-01

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an ordinance authorizing the appropriation of \$67,977.00 out of the Fire Consolidated Construction Fund (Fund 4500). It is further recommended that City Council approve an award to Hunter Allied of Texas, Inc. on its low bid in the amount of \$64,740.00 and contingencies (5% for unforeseen changes within the scope of work) in the amount of \$3,237.00 for a total amount not to exceed \$67,977.00 to furnish and install a HVAC system at Fire Station No. 62 for the General Services Department and that authorization be given to issue purchase orders as necessary. This new HVAC system is needed to provide adequate working and living conditions for the firefighters assigned to Fire Station No. 62, located at 1602 Seamist.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Four prospective 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.	Hunter Allied of Texas, Inc.	\$ 64,740.00
2.	Custom Air Products & Services	\$ 83,547.00
3.	Gowan, Inc.	\$105,471.00

The scope of work requires the construction contractor to provide all labor, materials, equipment, supervision and transportation necessary to furnish and install a complete HVAC system consisting of two units (5-ton and 6-ton), all ductwork, refrigerant and electrical connections at Fire Station No. 62. The new system will replace a 20-year-old system that has exceeded its useful life and will be sent to the Property Disposal Management Office for disposition. The new HVAC system will have an energy efficiency rating which meets the current energy conservation guidelines. Materials and workmanship for this project are warranted for one year and the life expectancy is ten years. The contractor will have 30 days to complete the work on this project after receipt of the notice-to-proceed.

Buyer: Richard Morris

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization:

*NDT*

*9-9A*

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7859**

**Subject:** Purchase of a Salamander Technologies Patient Tracking System through the City's Master Agreement with the Texas Department of Information Resources (DIR) for the Office of Emergency Management of the Mayor's Office

Category #  
4 & 5

Page 1 of 2

Agenda Item

*10*

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
March 26, 2008

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE**  
*Calvin D. Wells*

**Council District(s) affected**  
All

**For additional information contact:**  
Terry Moore Phone: (713) 884-4554  
Ray DuRousseau Phone: (713) 247-1735

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

**RECOMMENDATION: (Summary)**  
Approve the purchase of a Salamander Technologies patient tracking system in the total amount of \$1,654,181.64 through the City's Master Agreement with the Texas Department of Information Resources (DIR), for the Office of Emergency Management of the Mayor's Office.

Award Amount: \$1,654,181.64

**F & A Budget**

\$1,654,181.64 - Federal State Local - Pass Through Fund (5030)

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve the purchase of a Salamander Technologies patient tracking system in the total amount of \$1,654,181.64 through the City's Master Agreement with DIR for the Mayor's Office, and that authorization be given to issue a purchase order to DIR's Go Direct Vendor, Lakehills Consulting, L.P. d/b/a Lakehills Enterprise Technology Solutions (Lakehills). This patient tracking system will be used by the Office of Emergency Management to enhance the security and accountability of patients within the five-county (Harris, Galveston, Brazoria, Fort Bend and Montgomery) Urban Area Security Initiative (UASI) region during mass casualty events or disaster evacuations.

This Salamander Technologies system purchase will consist of twenty-six command kits, each containing a ruggedized laptop with aircard, wireless access point and four bar-code scanners. Emergency personnel will be able to scan a pre-printed tag, add specific patient information or create a unique bar-coded identification for each individual responder and volunteer entering a receiving facility such as a hospital, shelter or Emergency Operation Center in an emergency event. This equipment is identical to systems in current use, in a limited scope, in over one hundred hospitals in the Gulf Coast region.

Under the terms of this agreement, the vendor will be required to:

- Coordinate the scheduling and preparation of all Lakehills personnel that are required for training, installation and field support.
- Coordinate the order, delivery, testing and configuration of all system hardware and software acquired through Lakehills.
- Instruct ("train the trainer") a core team of personnel on the functions and use of the associated equipment and software.
- Upgrade equipment as needed to reflect latest application revisions to provide seamless field usage for patient and evacuee tracking.
- Provide prompt and effective telephone help-desk support to the UASI region on a 24/7 basis.

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization:

*Handwritten initials*

*Handwritten initials*

Date: 3/26/2008	Subject: Purchase of a Salamander Technologies Patient Tracking System through the City's Master Agreement with the Texas Department of Information Resources (DIR) for the Office of Emergency Management of the Mayor's Office	Originator's Initials WG	Page 2 of 2
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This purchase is made pursuant to Chapter 2157 of the Government Code entitled "Purchase of Automated Information Systems".

Buyer: Wanda Gale

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7846**

**Subject:** Purchase of a Modular Office Building from the State of Texas Procurement and Support Services Contract for the Police Department S19-Q22841

Category #  
4

Page 1 of 1

Agenda Item

11

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
March 14, 2008

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE**  
*Calvin D. Wells*

**Council District(s) affected**  
B

**For additional information contact:**  
Joseph Fenninger Phone: (713) 308-1708  
Ray DuRousseau Phone: (713) 247-1735

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

**RECOMMENDATION: (Summary)**  
Approve the purchase of one modular office building in the total amount of \$208,252.94 from the State of Texas Procurement and Support Services Contract for the Police Department.

Award Amount: \$208,252.94

**F & A Budget**

\$208,252.94 - Police Special Services Fund (2201)

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve the purchase of one modular office building in the total amount of \$208,252.94 from the State of Texas Procurement and Support Services Contract through the State of Texas Cooperative Purchasing Program for the Houston Police Department, and that authorization be given to issue a purchase order to the State contract vendor, Nortex Modular Space. The modular building will be placed at the Houston Police Academy, located at 17000 Aldine Westfield, Houston, TX 77073. It will house the Department's drivers training unit, driving simulators and will be used to provide driver training to pre-service and classified personnel. It will also have a multi-purpose in-service classroom.

The scope of work requires the contractor to provide all labor, tools, materials, equipment, supplies, supervision and transportation necessary to furnish, deliver, set in place, level and tie down one 28' x 112' modular office building.

Sections 271.081 through 271.083 of the Texas Local Government Code provide the legal authority for local governments to participate in the State of Texas Purchasing Program.

Buyer: Roy Korthals

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization:

NOT

*ff*

11/24

**REQUEST FOR COUNCIL ACTION**

TO: Mayor via City Secretary

RCA# 7815

**Subject:** Approve Spending Authority to Lease a Digital Mailing System from the State of Texas Procurement and Support Services Contract for the Neighborhood Protection Division of the Houston Police Dept./S38-E22748

Category #  
4

Page 1 of 1

Agenda Item

12

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
April 03, 2008

**Agenda Date**  
APR 09 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:**

**RECOMMENDATION: (Summary)**

Approve spending authority to lease a digital mailing system from the State of Texas Building and Procurement Commission's Contract in an amount not to exceed \$158,400.00 for the Neighborhood Protection Division of the Houston Police Department.

Award Amount: \$158,400.00

**F & A Budget**

\$158,400.00 - General Fund (1000)

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve spending authority to lease a digital mailing system from the State of Texas Procurement and Support Services Contract through the State of Texas Cooperative Purchasing Program in an amount not to exceed \$158,400.00 for the Neighborhood Protection Division of the Houston Police Department and that authorization be given to issue purchase orders to the State contract vendor, Pitney Bowes, Inc. for a 48-month term upon approval of City Council.

The scope of work requires the contractor to provide all labor, equipment, materials, supervision, training and transportation necessary to furnish and install a digital mailing system at 2636 South Loop West. The system, which consists of a DM 900 Mail System, a DI600 Inserter and a high-speed laser printer, will upgrade the current mailing equipment which performs mailing services for violation notices and public hearing notices for the Neighborhood Protection Division. The State law and the City ordinance were recently amended to allow the Division to take advantage of the savings afforded by electronic signature confirmation, versus certified mail, return receipt requested. The equipment is needed to implement the software for electronic signature confirmation as well as other related mail tracking capabilities used to verify delivery notices. The new equipment will reduce postage costs for the duration of the lease, resulting in a projected savings to the City of \$109,128.00.

Sections 271.081 through 271.083 of the Texas Local Government Code provide the legal authority for local governments to participate in the State of Texas Purchasing Program.

Department	FY 2008	Out Years	Total
Houston Police	\$16,500.00	\$141,900.00	\$158,400.00

Buyer: Lena Farris  
PR 10040499

**REQUIRED AUTHORIZATION**

NOT

F&A Director:

Other Authorization:

Other Authorization:

not

R

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

RCA# 7761

Subject: Purchase of Office Furniture from the State of Texas Procurement and Support Services Contract for Various Departments S38-E22755

Category # 4

Page 1 of 2

Agenda Item

13

FROM (Department or other point of origin): Calvin D. Wells City Purchasing Agent Administration & Regulatory Affairs Department

Origination Date April 07, 2008

Agenda Date APR 09 2008

DIRECTOR'S SIGNATURE [Signature]

Council District(s) affected B, F, H, I

For additional information contact: Joseph Fenninger Phone: (713) 308-1708 Ray DuRousseau Phone: (713) 247-1735

Date and Identification of prior authorizing Council Action:

RECOMMENDATION: (Summary) Approve the purchase of office furniture in the total amount of \$304,245.82 from the State of Texas Procurement and Support Services Contract for various departments.

Award Amount \$304,245.82

F & A Budget

See Page 2 of 2 for Funding Information

SPECIFIC EXPLANATION:

The City Purchasing Agent recommends that City Council approve the purchase of office furniture in the total amount of \$304,245.82 from the State of Texas Procurement and Support Services Contract through the State of Texas Cooperative Purchasing Program for various departments and that authorization be given to issue purchase orders to the State contract suppliers listed below. This office furniture will be used to furnish various offices in the Police, Public Works & Engineering, Human Resources, and General Services Departments, as detailed in the attached Furniture Distribution Summary.

Contract Resource Group: Approve the purchase of system furniture components, conference tables, chairs, and file cabinets in the amount of \$25,687.83. This purchase will bring the aggregate total to \$67,453.80, which will require City Council approval.

Challenge Office Products: Approve the purchase of system furniture components, tables, credenzas, chairs and file cabinets in the amount of \$126,118.01.

Tekinon: Approve the purchase of system furniture components, tables, credenzas, chairs and file cabinets in the amount of \$152,439.98.

This purchase consists of furniture to replace existing furniture that is worn and beyond economical repair, as well as provides furnishings to support existing and new budgeted positions. The furniture will come with the manufacturer's standard warranty and the life expectancy is 10 to 15 years. The old furniture will be sent to the Property Disposal Management Office for disposition.

Sections 271.081 through 271.083 of the Texas Local Government Code provide the legal authority for local governments to participate in the State of Texas Purchasing Program.

REQUIRED AUTHORIZATION

F&A Director:

Other Authorization:

Other Authorization:

Date: 4/7/2008	Subject: Purchase of Office Furniture from the State of Texas Procurement and Support Services Contract for Various Departments S38-E22755	Originator's Initials LF	Page 2 of 2
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**Funding Detail**

<b><u>DEPT</u></b>	<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>
General Services	General Fund (1000)	\$11,629.20
Houston Police Department	General Fund (1000)	\$259,086.41
Public Works & Engineering	General Fund (1000)	\$3,229.16
Public Works & Engineering	PWE Sewer Systems Operations (8300)	\$30,301.05
	<b>Total</b>	<b>\$304,245.82</b>

Attachment: Furniture Distribution Summary  
Buyer: Lena M. Farris

**REQUEST FOR COUNCIL ACTION**

RCA# 7553

TO: Mayor via City Secretary

**Subject:** Formal Bids Received for Topsoil, Bank Sand, Clay-Filled Dirt and Conditioners for Various Departments  
S21-S22603

Category #  
4

Page 1 of 2

Agenda Item

14

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
March 14, 2008

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE**  
*Calvin D. Wells*

**Council District(s) affected**  
All

**For additional information contact:**  
Daniel Pederson Phone: (713) 845-1248  
Desiree Heath Phone: (713) 247-1722

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

**RECOMMENDATION: (Summary)**

Approve various awards, as shown below, in an amount not to exceed \$863,495.00 for topsoil, bank sand, clay-filled dirt and conditioners for various departments.

Estimated Spending Authority: \$863,495.00

**F & A Budget**

\$462,125.00 General Fund (1000)  
\$ 35,030.00 HAS - Revenue Fund (8001)  
\$366,340.00 PWE - Water & Sewer System Operating Fund (8300)  
\$863,495.00 Total

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve various awards, as shown below, for topsoil, bank sand, clay-filled dirt and conditioners for various departments in an amount not to exceed \$863,495.00. It is further requested that authorization be given to make purchases, as needed, for a 60-month period. This award consists of topsoil, bank sand, clay-filled dirt and conditioners that will be used by the Parks & Recreation and Public Works & Engineering Departments, and the Houston Airport System for golf courses, baseball fields, roadwork, repair of water and wastewater lines citywide.

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

**216 Resources:** Award on its low bid for Item Nos. 1, 2 and 4 - 7, (topsoil, clay-filled dirt and bank sand delivered by trailer/tandem truck loads), in an amount not to exceed \$728,470.00.

<u>Company</u>	<u>Total Amount</u>
<b>1. 216 Resources</b>	<b>\$728,470.00</b>
2. Cash Road Construction, Inc.	\$737,422.00
3. Champion Landscape Supplies, Inc.	\$948,240.00

**Champion Landscape Supplies, Inc.:** Award on its sole bid for Item Nos. 3, 8, 9 and 10, (1" fertile loam screened topsoil, infield calcined conditioners and red clay mix), in an amount not to exceed \$135,025.00. Sole bids were received for these items because suppliers were not able to provide the specialized commodities.

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization:

NO

16 02/11

Date: 3/14/2008	Subject: Formal Bids Received for Topsoil, Bank Sand, Clay-Filled Dirt and Conditioners for Various Departments S21-S22603	Originator's Initials LM	Page 2 of 2
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**M/WBE Subcontracting:**

This bid was issued with an 11% goal for M/WBE participation.

**216 Resources** has designated the below-named companies as its certified M/WBE subcontractors.

<u>Name</u>	<u>Type of Service</u>	<u>Amount</u>
O.G. Trucking	Hauling/Trucking	\$80,131.70

**Champion Landscape Supplies, Inc.** has designated the below-named company as its certified M/WBE subcontractor.

<u>Name</u>	<u>Type of Service</u>	<u>Amount</u>	<u>Percentage</u>
DNA Trucking, Inc.	Hauling/Trucking	\$ 7,426.38	5.5%
Miranda Trucking & Services	Hauling/Trucking	\$ 7,426.38	5.5%

The Affirmative Action Division will monitor this award.

Buyer: Laura A. Marquez

**ESTIMATED SPENDING AUTHORITY**

<b>Department</b>	<b>FY08</b>	<b>Out Years</b>	<b>Total</b>
Parks & Recreation	\$ 40,750.00	\$ 421,375.00	\$ 462,125.00
Public Works & Engineering	\$ 73,268.00	\$ 293,072.00	\$ 366,340.00
Houston Airport System	\$ 3,000.00	\$ 32,030.00	\$ 35,030.00
<b>Total</b>	<b>\$117,018.00</b>	<b>\$ 746,477.00</b>	<b>\$ 863,495.00</b>

<p><b>SUBJECT:</b> An ordinance authorizing the issuance of City of Houston, Texas, General Obligation Commercial Paper Notes, Series E, in an aggregate principal amount not to exceed \$325,000,000, plus interest, for the purposes of providing money for certain authorized purposes; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such notes, with the limitations and procedures specified herein; and other matters relating thereto.</p>	<p><b>Category #</b></p>	<p><b>Page</b> 1 of 2</p>	<p><b>Agenda Item #</b>  15</p>
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<p><b>FROM (Department or other point of origin):</b> Finance Department and Office of City Controller</p>	<p><b>Origination Date:</b> April 4, 2007</p>	<p><b>Agenda Date</b> APR 09 2008</p>
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<p><b>DIRECTOR'S SIGNATURE:</b> <i>Michelle Mitchell</i></p>	<p><b>Council District Affected:</b> All</p> <p><b>Date and identification of prior authorizing Council action:</b> 2002-1122 (11/26/02); 2003-1082 (11/12/03); 2005-1128 (10/5/05); 2007-845 (7/17/07)</p>
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**RECOMMENDATION:** Approve an ordinance authorizing the issuance of City of Houston, Texas, General Obligation Commercial Paper Notes, Series E, in an aggregate principal amount not to exceed \$325,000,000, plus interest, for the purposes of providing money for certain authorized purposes; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such notes, with the limitations and procedures specified herein; and other matters relating thereto .

<p><b>Amount of Funding:</b> Not Applicable</p>	<p><b>F&amp;A Budget:</b></p>
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**Source of Funding:**             General Fund                     Grant Fund                     Enterprise Fund

Other (Specify)

**SPECIFIC EXPLANATION:**

**Background:**

In 1993, City Council began authorizing commercial paper programs to provide appropriation capacity and financing for various needs of the City. The issuance of commercial paper has provided an efficient, cost-effective method for accessing project and equipment financing by lowering interest expense and reducing the City's arbitrage rebate liability to the Internal Revenue Service. The commercial paper notes are later refinanced to fixed rate bonds with amortizations that match the average life of the equipment or project being financed.

The Series E Commercial Paper Program ("Series E CP") has been in place since November 26, 2002. The authorizing ordinance permits the issuance of commercial paper to pay contractual obligations for the acquisition of vehicles and equipment used in general City operations, including computer equipment and software, communications equipment and other specialized equipment for various City departments. The ordinance also allows for the issuance of Series E CP to pay contractual obligations for the construction of public works that are clearly authorized by the City Charter or State statute, owned and operated by the City and specifically approved by City Council and designated for payment with proceeds from the sale of Series E CP. On November 12, 2003, the City Council adopted an ordinance increasing the program to \$155 million and on October 5, 2005 increased it again to \$225 million. On July 17, 2007, the program was increased to the current level of \$275 million. The proposed ordinance will increase the Series E authorization by \$50 million.

<p>REQUIRED AUTHORIZATION</p>		
<p><b>F&amp;A Director:</b></p>	<p><b>Other Authorization:</b></p>	<p><b>Other Authorization:</b></p>

<b>Date:</b>  April 4, 2008	<b>Subject</b> An ordinance authorizing the issuance of City of Houston, Texas, General Obligation Commercial Paper Notes, Series E CP, in an aggregate principal amount not to exceed \$325,000,000, plus interest, for the purposes of providing money for certain authorized purposes; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such notes, with the limitations and procedures specified herein; making certain covenants and agreements in connection therewith.	<b>Originator's Initials</b>	<b>Page 2 of 2</b>
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**Request:**

Currently, the City is authorized to issue up to \$275 million in Series E CP. Projections indicate the various upcoming funding needs of the City will approach the current limit of appropriations capacity of the Series E CP. Accordingly, the Finance Working Group ("FWG") is requesting a \$50 million increase in the Series E CP.

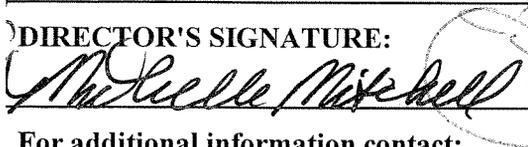
Additionally, the current liquidity facility for the Series E CP provided by Bank of America will be replaced under this ordinance by two separate facilities, requiring splitting the Series E program into two separate series (E-1 and E-2). Banco Bilbao Vizcaya Argentaria S.A, ("BBVA") will back the Series E-1 CP in the amount of \$180 million, plus interest (\$194 million total). Landesbank Baden-Württemberg ("LBBW") will back the Series E-2 CP in the amount of \$145 million plus interest (\$156 million total). This change will free Bank of America liquidity capacity that will be used by the Combined Utility System in support of the conversions and/or refundings of their Auction Rate Securities.

The agreements with BBVA and LBBW are for a period of 3 years and allow termination without penalty any time after the first year. The cost of the liquidity facilities for the Series E CP program based on this three-year term is 28.5 basis points per annum. The FWG also recommends the City confirm the same dealers (JP Morgan Securities, Inc. and Rice Financial Products Company) and issuing/paying agent (U.S. Bank National Association) currently authorized for the Series E CP.

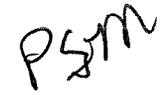
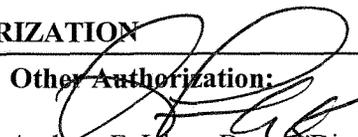
This issue was discussed at the March 4, 2008 Budget and Fiscal Affairs meeting.

**Recommendation:**

The Finance Working Group recommends the approval of this item.

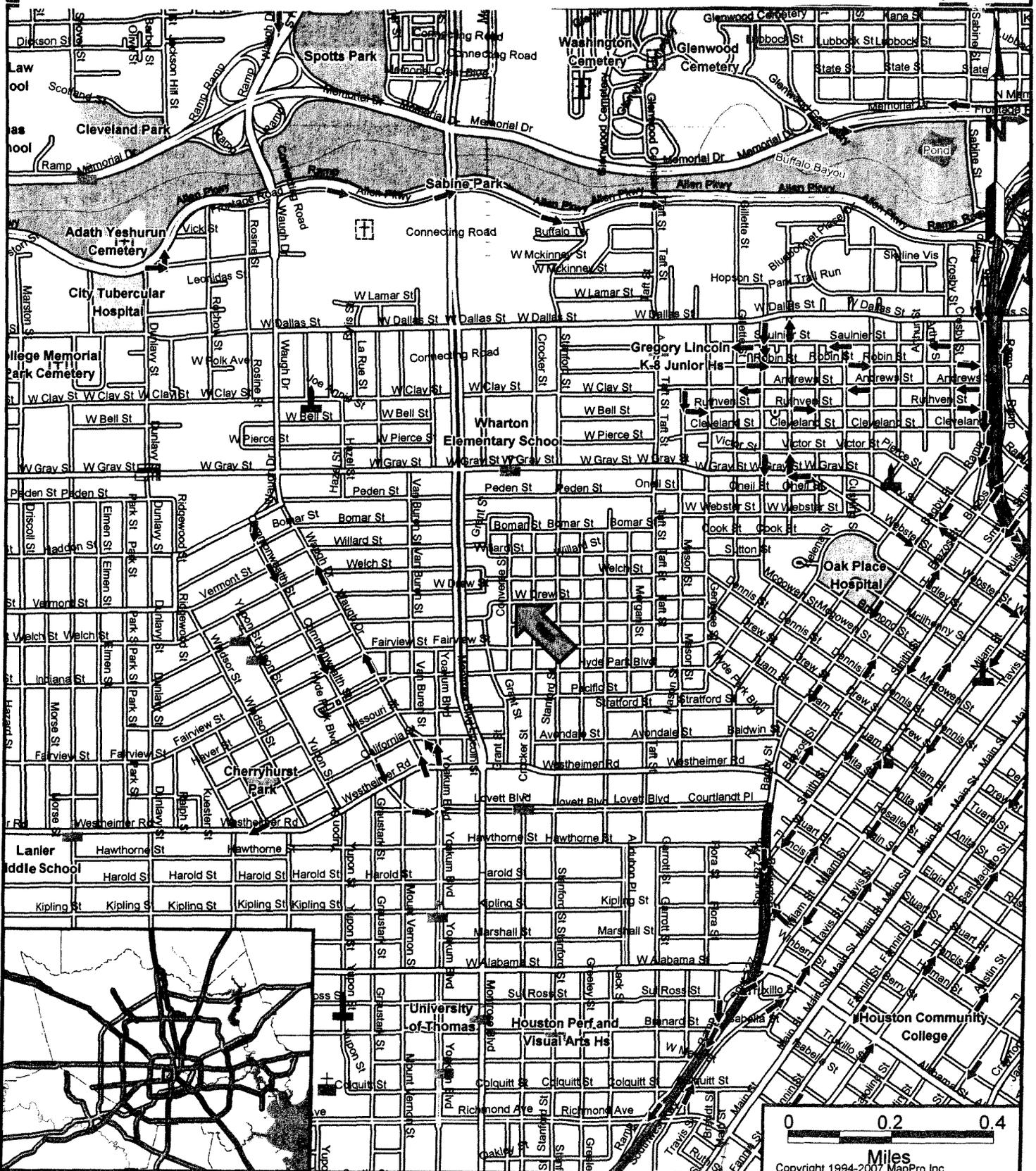
<b>SUBJECT:</b> An Ordinance providing for the issuance of Combined Utility System First Lien Revenue Refunding Bonds, Series 2008A to refund a portion of the City's Combined Utility System auction rate bonds; authorizing the Mayor and City Controller to approve the amounts, interest rates, prices, terms and other matters incident thereto.		<b>Category #</b>	<b>Page</b> 1 of 1	<b>Agenda Item #</b>  16
<b>FROM (Department or other point of origin):</b> Finance Department and Office of City Controller		<b>Origination Date:</b> April 4, 2008	<b>Agenda Date</b> APR 09 2008	
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District Affected:</b> All		
<b>For additional information contact:</b> Michael Shannon 713-221-0201 Jim Moncur 713-247-2950		<b>Date and identification of prior authorizing Council action:</b> 2004-299, April 20, 2004 2004-300, April 20, 2004		
<b>RECOMMENDATION:</b> An Ordinance supplementing the City of Houston, Texas Combined Utility System Master Ordinance; providing for the issuance of Combined Utility System First Lien Revenue Refunding Bonds, Series 2008A to refund a portion of the city's Combined Utility System First Lien Revenue Refunding Bonds, Series 2004C auction rate bonds; authorizing the Mayor and City Controller to approve the amounts, interest rates, prices, terms and other matters incident thereto in an amount not to exceed \$253 million.				
<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> In 2004 the City of Houston issued \$723.2 million in Adjustable Rate Revenue Refunding Bonds, Series 2004C ("the Series 2004C Bonds"), as Auction Rate Securities ("ARS"). As outlined in a memo to Fiscal Affairs dated February 29, 2008, the credit markets are in turmoil, with particular concern in the ARS segment. The Finance Working Group ("FWG) recommends issuing up to \$253 million of Series 2008A Variable Rate Demand Bonds ("VRDB's") in a weekly rate mode to refund \$249 million of hedged 2004C bonds.  VRDB's require a "liquidity" facility in the form of a letter of credit ("LOC") from a highly rated commercial bank or group of banks equal to the amount of the proposed Series 2008A Bonds. Based on discussions with various major banks, the FWG recommends that Bank of America, NA, be selected as liquidity provider. This liquidity facility has a stated term of 2 years and a liquidity fee of 39.5 basis points and can be terminated without cost after 18 months.  The FWG recommends that the CUS Series 2008A Bonds be sold through a negotiated financing with Banc of America Securities LLC acting as the placement and remarketing agent. The FWG further recommends that Andrews Kurth LLP and Burney and Foreman act as co-bond counsel and Fulbright and Jaworski L.L.P. and Bates & Coleman, P.C., serve as co-disclosure counsel. The co-financial advisors will be Coastal Securities, Morgan Keegan & Co., and Estrada Hinojosa.  This item was presented to the Budget and Fiscal Affairs Committee on February 29, 2008 and reported out favorably. The Finance Working Group will bring recommendations to refund the remaining Series 2004C auction bonds in the upcoming weeks.  The Finance Working Group recommends approval of this item.				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Director:</b>		<b>Other Authorization:</b>		

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

<b>SUBJECT:</b> Ordinance authorizing the abandonment and sale of a prescriptive sanitary sewer easement located in Lot 5, Block 12, Weston Subdivision, out of the Obedience Smith Survey. <b>Parcel SY7-071</b>		<b>Category</b> # 7	<b>Page</b> <u>1</u> of <u>1</u>	<b>Agenda Item #</b>  17
<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering		<b>Origination Date</b>  4/3/08		<b>Agenda Date</b>  APR 09 2008
<b>DIRECTOR'S SIGNATURE:</b>   Michael S. Marcotte, P.E., DEE, Director		<b>Council District affected: D</b>  Key Map 493N 		
<b>For additional information contact:</b>  Nancy P. Collins <b>Phone:</b> (713) 837-0881  Senior Assistant Director-Real Estate		<b>Date and identification of prior authorizing Council Action:</b>  C.M. 2007-0418 (05/02/07)		
<b>RECOMMENDATION: (Summary)</b> It is recommended City Council approve an ordinance authorizing the abandonment and sale of a prescriptive sanitary sewer easement located in Lot 5, Block 12, Weston Subdivision, out of the Obedience Smith Survey. <b>Parcel SY7-071</b>				
<b>Amount and Source of Funding:</b> Not Applicable			<b>F &amp; A Budget:</b>	
<b>SPECIFIC EXPLANATION:</b>				
<p>By Council Motion 2007-0418, City Council authorized the subject transaction. M.D. Holdings, LLC (Marc Diamond, President), plans to remove the easement encumbrance to facilitate the construction of three single-family homes on its property at this location.</p> <p>M.D. Holdings, LLC has completed the transaction requirements, has accepted the City's offer, and has rendered payment in full.</p> <p>The City will abandon and sell to M.D. Holdings, LLC:</p> <p><b>Parcel SY7-071</b> 835-square-foot prescriptive sanitary sewer easement      \$16,700.00 Valued at \$20.00 per square foot</p> <p><b>TOTAL ABANDONMENTS</b>      <b><u>\$16,700.00</u></b></p> <p>Therefore, it is recommended City Council approve an ordinance authorizing the abandonment and sale of a prescriptive sanitary sewer easement located in Lot 5, Block 12, Weston Subdivision, out of the Obedience Smith Survey.</p> <p>MSM:NPC:psm</p> <p>c: Daniel W. Krueger, P.E. Reid K. Mrsny, P.E. Marty Stein Jeff Taylor</p>				
s:\psm\sy7-071.rc2.doc			CUIC #20PSM218	
<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		

# LOCATION MAP

Abandonment and sale of a prescriptive sanitary sewer easement located in Lot 5, Block 12, Weston Subdivision, out of the Obedience Smith Survey. Parcel SY7-071



**CAUTION:**

The location of property arrows shown on this map are approximate only. 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.



GIMS - Microsoft Internet Explorer

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Address: http://pwegs.pwe.ci.houston.tx.us/viewer1.htm

Google Go Bookmarks Check AutoLink Send to

Search Web Dictionary Smileys Screensavers.com Games AdZapper

Geographic Information and Management System (GIMS) City of Houston, Department of Public Works & Engineering

+ Zoom In

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Query

Reports

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Help

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Info

"Parcels" is the active layer

Scale bar: 100 feet Go

Fri, Apr 06 2007 3:52:40 PM X: 3113591.19' Y: 13837831.44'

Done

Internet

Abandonment and sale of a prescriptive sanitary sewer easement located in Lot 5, Block 12, Weston Subdivision, out of the Obedience Smith Survey. **Parcel SY7-071**

MOTION NO. 2007 0418

MOTION by Council Member Khan that the recommendation of the Director of the Department of Public Works and Engineering, reviewed and approved by the Joint Referral Committee, on request from Debi Bates-Tribble of Tetra Surveys, 5909 W. Loop South, Suite 600, Bellaire, Texas 77401, on behalf of M. D. Holdings, LLC (Marc Diamond, President), for the abandonment and sale of a prescriptive sanitary sewer easement located in Lot 5, Block 12, Weston Subdivision, out of the Obedience Smith Survey, Parcel SY7-071, be adopted as follows:

1. The City abandon and sell a prescriptive sanitary sewer easement located in Lot 5, Block 12, Weston Subdivision, out of the Obedience Smith Survey;
2. The applicant be required to: (a) cut, plug, and abandon the existing 6-inch sanitary sewer line within the prescriptive easement to be abandoned and sold, (b) pay the depreciated value for the sewer line being abandoned, and (c) relocate any existing service connections to the 15-inch sanitary sewer line in Converse Street or to the 12-inch sanitary sewer line in West Drew Street, all at no cost to the City and under the proper permits. Prepare drawings that show all public utilities (water, sanitary, storm water), that are abandoned, relocated, and/or constructed as part of this transaction and submit drawings to the Office of the City Engineer for plan review and approval. A copy of the council motion for this transaction shall be attached to the plan set when it is submitted for plan review;
3. In the interest of expediting the abandonment and sale process, the applicant may choose to provide the City with a Letter of Credit (LOC) covering the estimated construction cost for work required in

Item 2 above in lieu of performing such work prior to finalization of the ordinance for this transaction. Should this option be selected, the applicant will be required to provide a LOC showing the City of Houston as beneficiary and in the amount of the estimated construction cost approved by the City. The LOC will be for a specific time period which may be less than but no longer than twelve months from the effective date of the ordinance for the transaction. Upon the applicant's satisfactory completion of the construction-related work as evidenced by written inspection clearance/approval by the Office of the Engineer, PWE, at the applicant's request the City will release the LOC.

4. The applicant be required to furnish the Department of Public Works and Engineering with a durable, reproducible (Mylar) survey plat and field notes of the affected property;
5. The Legal Department be authorized to prepare the necessary transaction documents; and
6. Inasmuch as the value of the property interest is not expected to exceed \$25,000.00, that the value be established by staff appraisal, according to City policy.

Seconded by Council Member Green and carried.

Mayor White, Council Members Lawrence, Johnson,  
Clutterbuck, Edwards, Wiseman, Khan, Garcia,  
Alvarado, Brown, Lovell and Green voting aye  
Nays none  
Council Members Holm and Berry absent

PASSED AND ADOPTED this 2nd day of May, 2007.

Pursuant to Article VI, Section 6 of the City Charter, the  
effective date of the foregoing motion is May 8, 2007.



City Secretary

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

<b>SUBJECT:</b> Petition for the City's consent to the addition of five (5) tracts totaling 35.0369 acres of land to Harris County Municipal Utility District No. 230 (Key Map No. 369-C, D)	<b>Category #</b>	<b>Page</b> 1 of <u>1</u>	<b>Agenda Item #</b>  <b>18</b>
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<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b> 3/13/08	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE</b> <i>Michael S. Marcotte</i> Michael S. Marcotte, P.E., DEE	<b>Council District affected:</b> "ETJ"
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<b>For additional information contact:</b> Jun Chang, P.E. <i>JK</i> Senior Assistant Director Phone: (713) 837-0433	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION: (Summary)**  
The petition for the addition of 35.0369 acres of land to Harris County Municipal Utility District No. 230 be approved.

<b>Amount of Funding:</b> NONE REQUIRED	<b>F &amp; A Budget:</b>
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**SOURCE OF FUNDING:**     General Fund     Grant Fund     Enterprise Fund  
 Other (Specify)

**SPECIFIC EXPLANATION:**

Harris County Municipal Utility District No. 230 has petitioned the City of Houston for consent to add 35.0369 acres of land, located in the city's extraterritorial jurisdiction, to the district.

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

The district is located in the vicinity of Mills Road, Jones Road, Grant Road, and State Highway 249. The district desires to add 35.0369 acres, thus yielding a total of 521.14636 acres. The district is served by the Harris County Municipal Utility District No. 230 Wastewater Treatment Plant which is owned and operated by the district. The nearest major drainage facility for Harris County Municipal Utility District No. 230 is Cypress Creek which flows into Spring Creek and then to the San Jacinto River and finally into Lake Houston.

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

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

Attachments

cc: Marty Stein Marlene Gafrick Jeff Taylor Dan Krueger Jack Sakolosky  
Bill Zrioka Waynette Chan Deborah McAbee Gary Norman

<b>F &amp; A Director</b>	<b>REQUIRED AUTHORIZATION</b> Other Authorization: <i>Andrew F. Icken</i> Andrew F. Icken Deputy Director Planning & Development Services Div.	20JZC404 Other Authorization:
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# CITY OF HOUSTON



Department of Public Works and Engineering  
Water District Consent Application Form

CHAMBER 49

received  
2/7/08 (4)

Application Accepted as Complete (to be completed by PW&E)

Application is hereby made for consent of the City of Houston to the  creation/  addition of 357.0369 acres to \_\_\_\_\_ under the provisions of \_\_\_\_\_ Texas Water Code.

HARRIS COUNTY MUD NO. 230

James Boone (2)  
Attorney for the District

Attorney: James A. Boone - Allen Boone Humphries LLP

Address: 3200 Southwest Freeway Houston TX Zip: 77027  
Suite 2600

Phone: 713-860-6404

Engineer: Jack Carter - Dannenbaum Engineering Corporation

Address: 3100 West Alabama Houston TX Zip: 77098

Phone: 713-520-9570

Owners: See attachment

Address: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

(If more than one owner, attach additional page. List all owners of property within the District)

### LOCATION

INSIDE CITY

OUTSIDE CITY

NAME OF COUNTY (S) Harris

Survey S. Habermacher  
A. Lewis

Abstract 331  
506

Geographic Location: List only major streets, bayous or creeks:

North of: Mills Road

East of: Jones Road

South of: Grant Road

West of: SH 249

### WATER DISTRICT DATA

Total Acreage of District: 486.10946

Existing Plus Proposed Land 521.14636

Development Breakdown (Percentage) for tract being considered for annexation:

Single Family Residential 0

Multi-Family Residential 88%

Commercial 12% Industrial 0

Institutional 0

Sewage generated by the District will be served by a : District Plant  Regional Plant

Sewage Treatment Plant Name: Harris County Municipal Utility District No. 230

NPDES/TPDES Permit No: TX 0094706

TCEQ Permit No: WQ 0012877-01

Redwood Properties, LLC  
Attn: Robert Zamorano  
319 Tynebridge Lane  
Houston, Texas 77024  
(713) 278-8500 Phone  
(713) 278-8501 fax  
[raz@redwoodprop.com](mailto:raz@redwoodprop.com)

MSI-UDI Cypresswood, Ltd.  
Attn: Brad Swearer  
1160 Dairy Ashford, Suite 601  
Houston, Texas 77079  
(281) 496-4141 phone  
(281) 496-2800 fax  
[bswearer@msi-re.com](mailto:bswearer@msi-re.com)

WL Cypresswood, LP  
Attn: Brad Swearer  
1160 Dairy Ashford, Suite 601  
Houston, Texas 77079  
(281) 496-4141 phone  
(281) 496-2800 fax  
[bswearer@msi-re.com](mailto:bswearer@msi-re.com)



# CITY OF HOUSTON



Department of Public Works and Engineering  
Water District Consent Application Form

Existing Capacity (MGD): 0.76

Ultimate Capacity (MGD): 1.14

Size of treatment plant site: 3.525 square feet/acres.

If the treatment plant is to serve the District only, indicate the permitted capacity of the plant: 0.76 MGD.

If the treatment plant is to serve other Districts or properties (i.e. regional), please indicate total permitted capacity of the plant. List all Districts served, or to be served, within the plant and their allotted capacities

(If more than two Districts – attach additional page):

Total permitted capacity: N/A

MGD of (Regional Plant).

Name of District: N/A

MGD Capacity Allocation \_\_\_\_\_

or property owner(s)

Name of District: N/A

MGD Capacity Allocation \_\_\_\_\_

Water Treatment Plant Name: Harris County Municipal Utility District No. 230

Water Treatment Plant Address: \_\_\_\_\_

Well Permit No: 101358

### Existing Capacity:

Well(s): 1250 GPM

Booster Pump(s): 1-250 3-1000 GPM

Tank(s): 2-0.25 1-1000 MG

### Ultimate Capacity:

Well(s): \_\_\_\_\_ GPM

Booster Pump(s): \_\_\_\_\_ GPM

Tank(s): \_\_\_\_\_ MG

Size of Treatment Plant Site: 4.728 acres

~~square feet/acres~~

Comments or Additional Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

<b>SUBJECT:</b> Ordinance designating the 1000 block of Northwood Street, east side, between Pittman and Coronado Avenues as a Special Building Line Requirement Area	<b>Category #</b>	<b>Page 1 of _____</b>	<b>Agenda Item #</b> <b>19</b>
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<b>FROM (Department or other point of origin):</b> Marlene L. Gafrick, Director Planning and Development Department	<b>Origination Date</b> 2/26/2008	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b> <i>Marlene L. Gafrick</i>	<b>Council District affected:</b> H
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<b>For additional information contact:</b> Kevin Calfee Phone: 713.837.7768	<b>Date and identification of prior authorizing Council action:</b> N/A
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**RECOMMENDATION: (Summary)** Approval of an ordinance designating the 1000 block of Northwood Street, east side, between Pittman and Coronado Avenues as a Special Building Line Requirement Area, pursuant to Chapter 42 of the Code of Ordinances, and establishing a 13'-0" special building line.

<b>Amount and Source of Funding:</b>	<b>F &amp; A Budget:</b>
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**SPECIFIC EXPLANATION:** In accordance with Section 42-163 of the Code of Ordinances, the property owner of Lot 1, Block 111 of the Brooke Smith Subdivision initiated an application for the designation of a special building line requirement area. The application includes written evidence of support from owners of 67% of the area. Notification was mailed to six (6) property owners indicating that the special building line requirement area application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Since no protests were filed, no action was required by the Houston Planning Commission.

It is recommended that the City Council adopt an ordinance establishing a 13'-0" Special Building Line for the area.

MLG:md

Attachments: Planning Director's Approval, Special Building Line Requirement Application & Petition, Evidence of Support, Map of the Area

- xc: Marty Stein, Agenda Director  
 Anna Russell, City Secretary  
 Arturo G. Michel, City Attorney  
 Deborah McAbee, Land Use Division, Legal Department  
 Linda Tarver, Public Works and Engineering  
 Gary Bridges, Public Works and Engineering

**REQUIRED AUTHORIZATION**

<b>F &amp; A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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## Special Building Line Requirement Area No. 137

### Planning Director's Approval

Planning Director Evaluation:

Satisfies	Does Not Satisfy	Criteria
X		<p><i>SBLRA includes all property within at least one block face and no more than two opposing block faces;</i></p> <p><b>The application is for the 1000 block of Northwood Street, east side.</b></p>
X		<p><i>More than 60% of the proposed SBLRA is developed with or is restricted to not more than two single-family residential (SFR) units per lot;</i></p> <p><b>100% of the proposed application area is developed with not more than two SF residential units per property.</b></p>
X		<p><i>Demonstrated sufficient evidence of support;</i></p> <p><b>Petition signed by owners of 67% of the SBLRA.</b></p>
X		<p><i>Establishment of the SBLRA will further the goal of preserving the building line character of the area; and,</i></p> <p><b>A minimum building line of 13 ft exists on five (5) properties in the blockface.</b></p>
X		<p><i>The proposed SBLRA has a building line character that can be preserved by the establishment of a special building line, taking into account the age of the neighborhood, the age and architectural features of structures in the neighborhood, existing evidence of a common plan and scheme of development, and such other factors that the director, commission or city council, respectively as appropriate, may determine relevant to the area.</i></p> <p><b>The subdivision was platted in 1900. The houses mostly originate from the 1940's. The establishment of a 13 ft minimum building line will preserve the building line character of the area.</b></p>
<p><i>The minimum building line for this application was determined by finding the current building line that represents a minimum standard for at least 70% of the application area.</i></p> <p><b>Five (5) out of six (6) developed properties (representing 83% of the application area) have a building line of at least thirteen (13) feet.</b></p>		

**The Special Building Line Requirement Area meets the criteria.**


2/15/08  
 Marlene L. Gafrick, Director                      Date

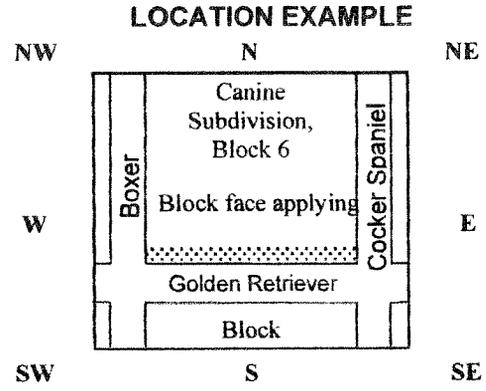
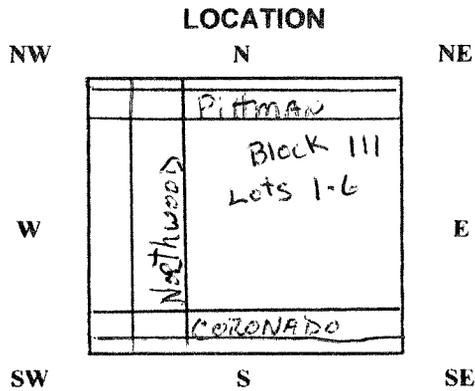
# CITY OF HOUSTON

HOUSTON PLANNING COMMISSION

PLANNING & DEVELOPMENT DEPARTMENT

## SPECIAL MINIMUM BUILDING LINE APPLICATION

To expedite this application, please complete entire application form.



### 1. BOUNDARY:

Block # 111  
 Lot #'s 1-6  
 Subdivision Name Brookesmith  
 Street Name & Side (s) Northwood East side  
 Lot (s) Address 1000 Block Northwood  
 Odd/Even Addresses EVEN ADDRESSES

### BOUNDARY EXAMPLE:

Block 6  
 Lots 1-5  
 Subdivision Canine Subdivision  
 Street Name & Side (s) North side of Golden Retriever Ln.  
 Lot (s) Address 800 Block Golden Retriever Ln.  
 Odd/Even Addresses Odd Addresses

### 2. CONTACTS:

Applicant Ron Matelske Phone # 713-861-9799, 281-751-6811  
 Address 1012 Northwood E-mail \_\_\_\_\_ Fax # \_\_\_\_\_  
 City Houston State TX Zip 77009  
 Other \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_ E-mail \_\_\_\_\_ Fax # \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### 3. PROJECT INFORMATION (STAFF USE ONLY-DO NOT FILL IN):

File # 137  
 Lambert # 5357  
 Key Map # 453X  
 Super Neighborhood 15  
 TIRZ \_\_\_\_\_  
 Census Tract 5016  
 City Council District 4

4 Effective 3-27-07

# CITY OF HOUSTON

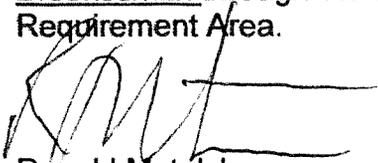
HOUSTON PLANNING COMMISSION

PLANNING & DEVELOPMENT DEPARTMENT

## PETITION

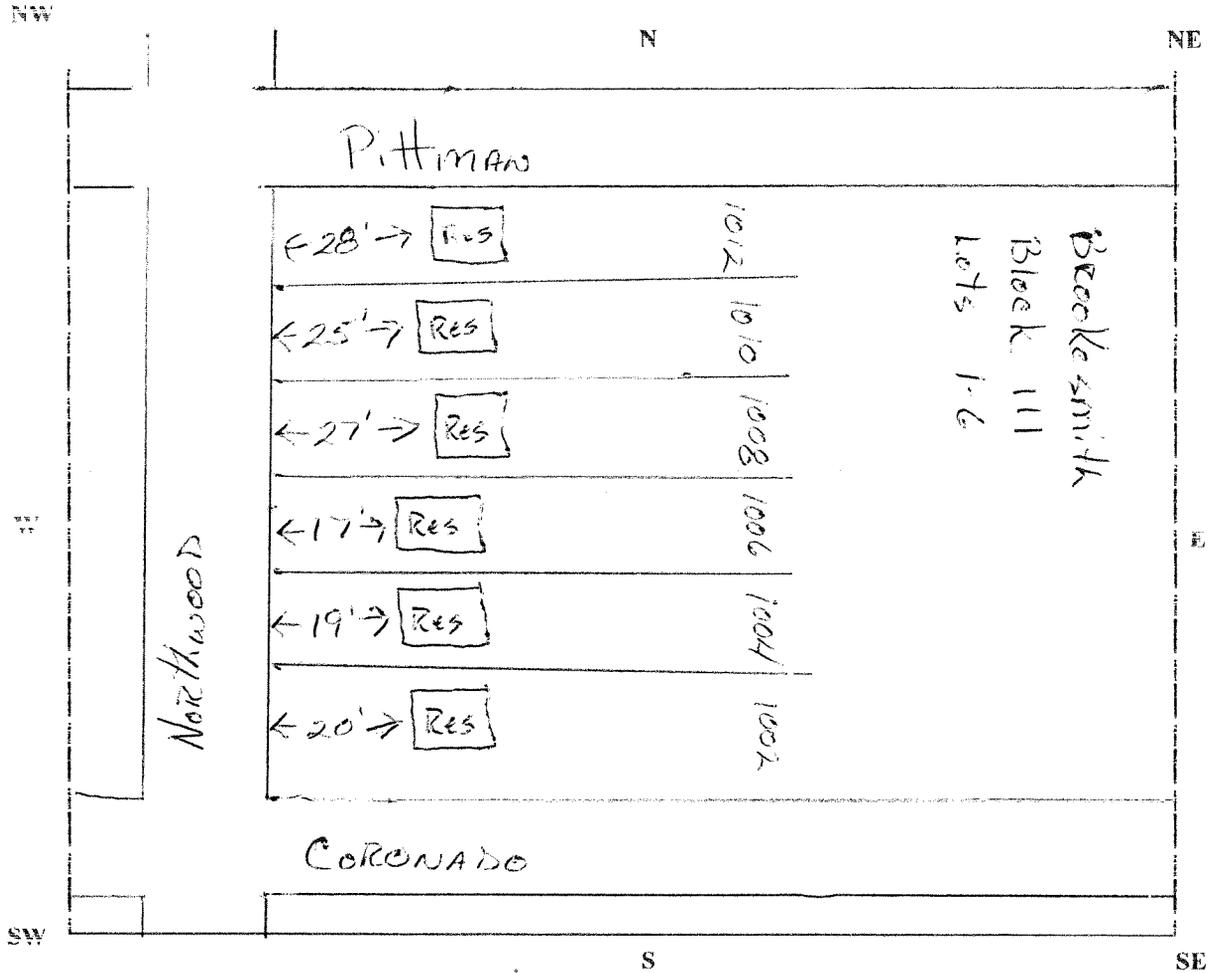
07-12-07

I, Ronald Matelske, owner of property within the proposed boundaries of the Special Minimum Building Line Requirement Area, specifically, Block 111, Lot 1, of Brokesmith, I do hereby submit this petition as prescribed by the Code of Ordinances, City of Houston, Sections 42-163. With this petition and other required information, I request to preserve the character of the existing building lines for Block 111, Lot 1-6 and in Brookesmith through the application of and creation of a Special Minimum Building Line Requirement Area.



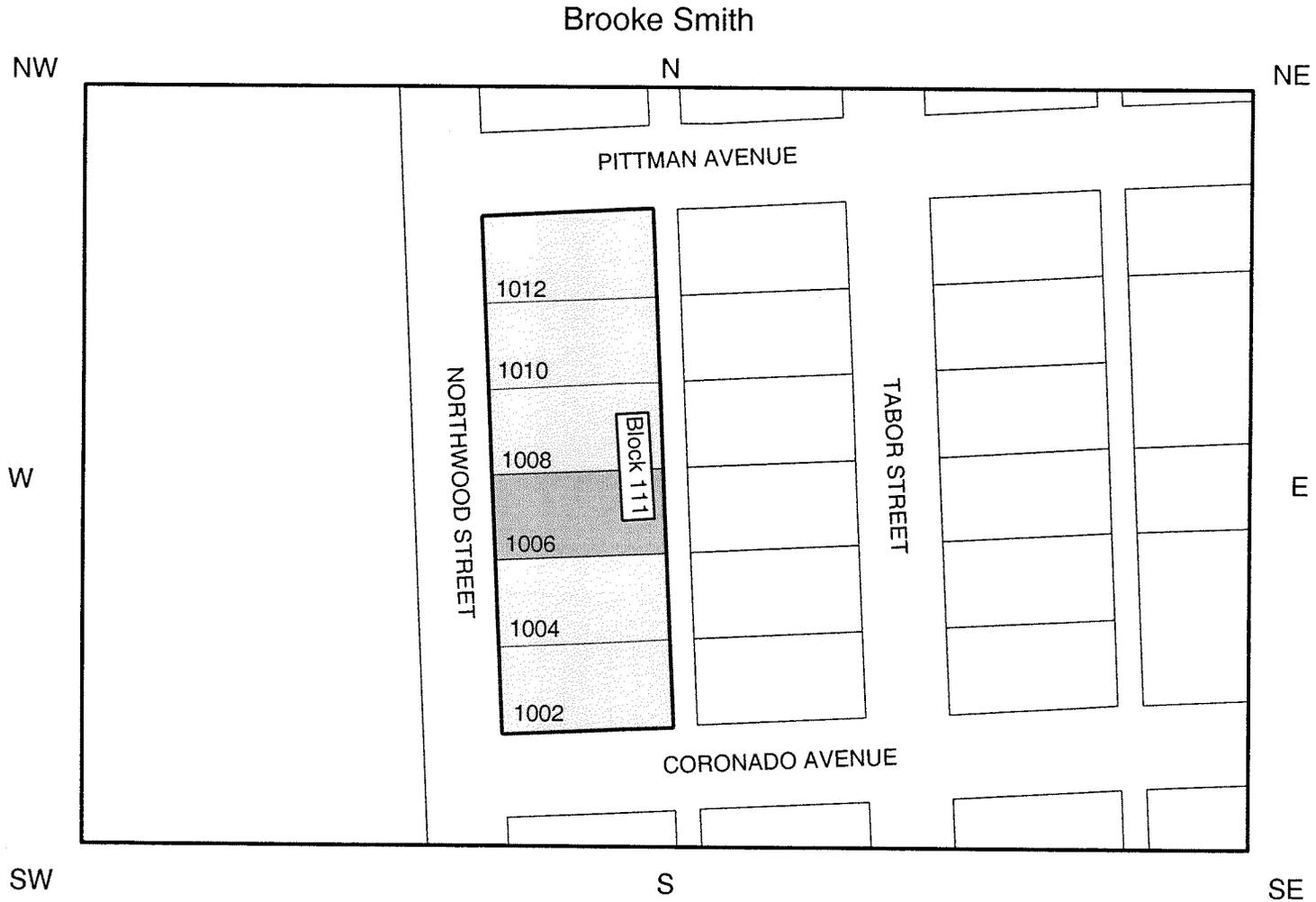
Ronald Matelske  
Petitioner

## MAP/SKETCH FORM



Map/sketch should look similar to the drawing shown on the Sample. Please provide the address and land use for all lots within the proposed Special Minimum Building Line Requirement Area.

Information for each lot within the proposed Special Minimum Building Line Requirement Area shall be shown on the drawing that includes the distance from the front property line to each building on the lot and each lot's physical address number. If there is not enough room to include all the blockfaces and information, additional MAP/SKETCH sheets may be added to the application.



**13' Special Building Line  
MAP/SKETCH**

**SBLRA No. 137**

- Properties that meet the 13' Special Minimum Building Line
- Properties less than the 13' Special Minimum Building Line
- MF** Multi Family
- COM** Commercial
- VAC** Vacant
- EXC** Excluded

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

<b>SUBJECT:</b> Ordinance designating the 400 block of Omar Avenue, south side, between Florence and Helen Avenues as a Special Minimum Lot Size Area	<b>Category #</b>	<b>Page 1 of _____</b>	<b>Agenda Item #</b> <b>20</b>
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<b>FROM (Department or other point of origin):</b> Marlene L. Gafrick, Director Planning and Development Department	<b>Origination Date</b> 02/15/08	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b> 	<b>Council District affected:</b> H
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<b>For additional information contact:</b> Kevin Calfee Phone: 713.837.7768	<b>Date and identification of prior authorizing Council action:</b> N/A
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**RECOMMENDATION:** (Summary) Approval of an ordinance designating the 400 block of Omar Avenue, south side, between Florence and Helen Avenues as a Special Minimum Lot Size Area, pursuant to Chapter 42 of the Code of Ordinances.

<b>Amount and Source of Funding:</b>	<b>F &amp; A Budget:</b>
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**SPECIFIC EXPLANATION:** In accordance with Section 42-194 of the Code of Ordinances, the property owner of of Lots 4 and 5, Block 16, of the Woodland Heights Subdivision initiated an application for the designation of a special minimum lot size area. The application includes written evidence of support from the owners of 75% of the area. Notification was mailed to the 7 property owners indicating that the special lot size area application had been made. The notification further stated that written protest could be filed with the Planning and Development Department within thirty days of mailing. Since no protests were filed, no action was required by the Houston Planning Commission.

It is recommended that the City Council adopt an ordinance establishing a Special Minimum Lot Size of 5,000 sf.

MLG:jh

Attachments: Planning Director's Approval, Special Minimum Lot Size Application, Evidence of support, Map of the area

xc: Marty Stein, Agenda Director  
Anna Russell, City Secretary  
Arturo G. Michel, City Attorney  
Deborah McAbee, Land Use Division, Legal Department

<b>REQUIRED AUTHORIZATION</b>		
<b>F &amp; A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>

## Special Minimum Lot Size Area No. 275

### Planning Director's Approval

Planning Director Evaluation:

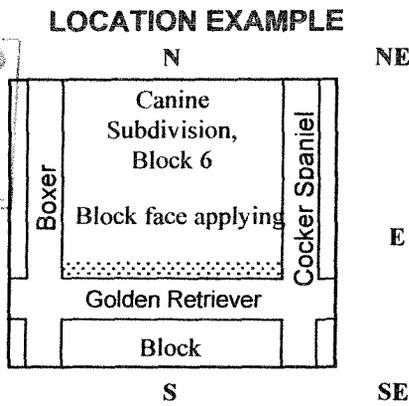
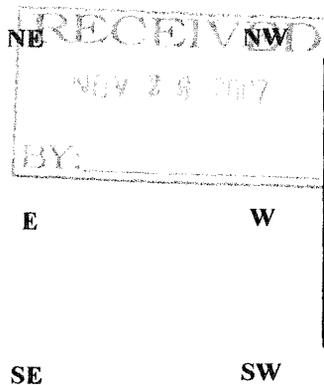
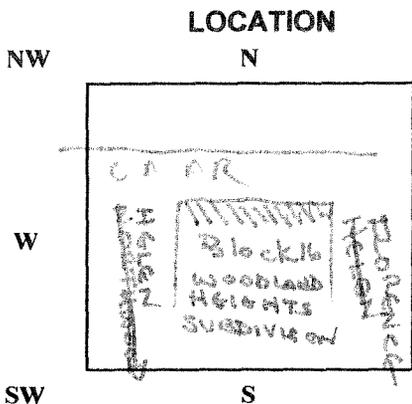
Satisfies	Does Not Satisfy	Criteria
X		<p><i>SMLSA includes all property within at least one block face and no more than two opposing block faces;</i></p> <p><b>The application is for the 400 block of Omar Avenue, south side.</b></p>
X		<p><i>At least 60% of the proposed SMLSA is developed with or is restricted to not more than two single-family residential (SFR) units per lot;</i></p> <p><b>100% of the proposed application area is developed with not more than two SF residential units per property.</b></p>
X		<p><i>Demonstrated sufficient evidence of support;</i></p> <p><b>Petition signed by owners of 75% of the SMLSA.</b></p>
X		<p><i>Establishment of the SMLSA will further the goal of preserving the lot size character of the area; and,</i></p> <p><b>A minimum lot size of 5,000 sq ft exists on eight (8) lots in the blockface.</b></p>
X		<p><i>The proposed SMLSA has a lot size character that can be preserved by the establishment of a special minimum lot size, taking into account the age of the neighborhood, the age of structures in the neighborhood, existing evidence of a common plan and scheme of development, and such other factors that the director, commission or city council, respectively as appropriate, may determine relevant to the area.</i></p> <p><b>The subdivision was platted in 1907. The houses originate from the 1920's. The establishment of a 5,000 sf minimum lot size will preserve the lot size character of the area.</b></p>
<p><i>The minimum lot size for this application was determined by finding the current lot size that represents a minimum standard for at least 70% of the application area.</i></p> <p><b>Eight (8) out of eight (8) lots (representing 100% of the application area) are at least 5,000 square feet in size.</b></p>		

**The Special Minimum Lot Size Area meets the criteria.**


2/15/08  
 Marlene L. Gartrick, Director                      Date

## SPECIAL MINIMUM LOT SIZE APPLICATION

To expedite this application, please complete entire application form.



**1. BOUNDARY:**

Block # 16  
 Lot #'s 1-8  
 Subdivision Name WOODLAND HEIGHTS  
 Street Name & Side (s) SOUTH SIDE OF OMAR  
 Lot (s) Address 400 BLOCK OF OMAR  
 Odd/Even Addresses EVEN ADDRESSES

**BOUNDARY EXAMPLE:**

Block 6  
 Lots 1-5  
 Canine Subdivision  
 North side of Golden Retriever Ln.  
 800 Block Golden Retriever Ln.  
 Odd Addresses

**2. CONTACTS:**

Applicant <u>CARLA REED</u>	Phone # <u>713 863 8592</u>
Address <u>412 OMAR ST</u>	E-mail <u>MRADRIANREED@YAHOO.COM</u>
City <u>HOUSTON TX</u>	State <u>TX</u> Fax # _____
Other <u>SHARON GREIFF</u>	Phone # <u>713 868 1577</u>
Address <u>826 WOODLAND ST</u>	E-mail <u>sharon@glassconstruction.net</u>
City <u>HOUSTON</u>	State <u>TX</u> Fax # _____
	Zip <u>77009</u>

**3. PROJECT INFORMATION (STAFF USE ONLY-DO NOT FILL IN):**

File # ALS 275      Census Tract 5103

Lambert # 5358 B7      City Council District H

Key Map # 493 R

Super Neighborhood 15

TIRZ \_\_\_\_\_

**Petition for Special Minimum Lot Size  
400 Even Block of Omar**

November 10, 2007  
Date

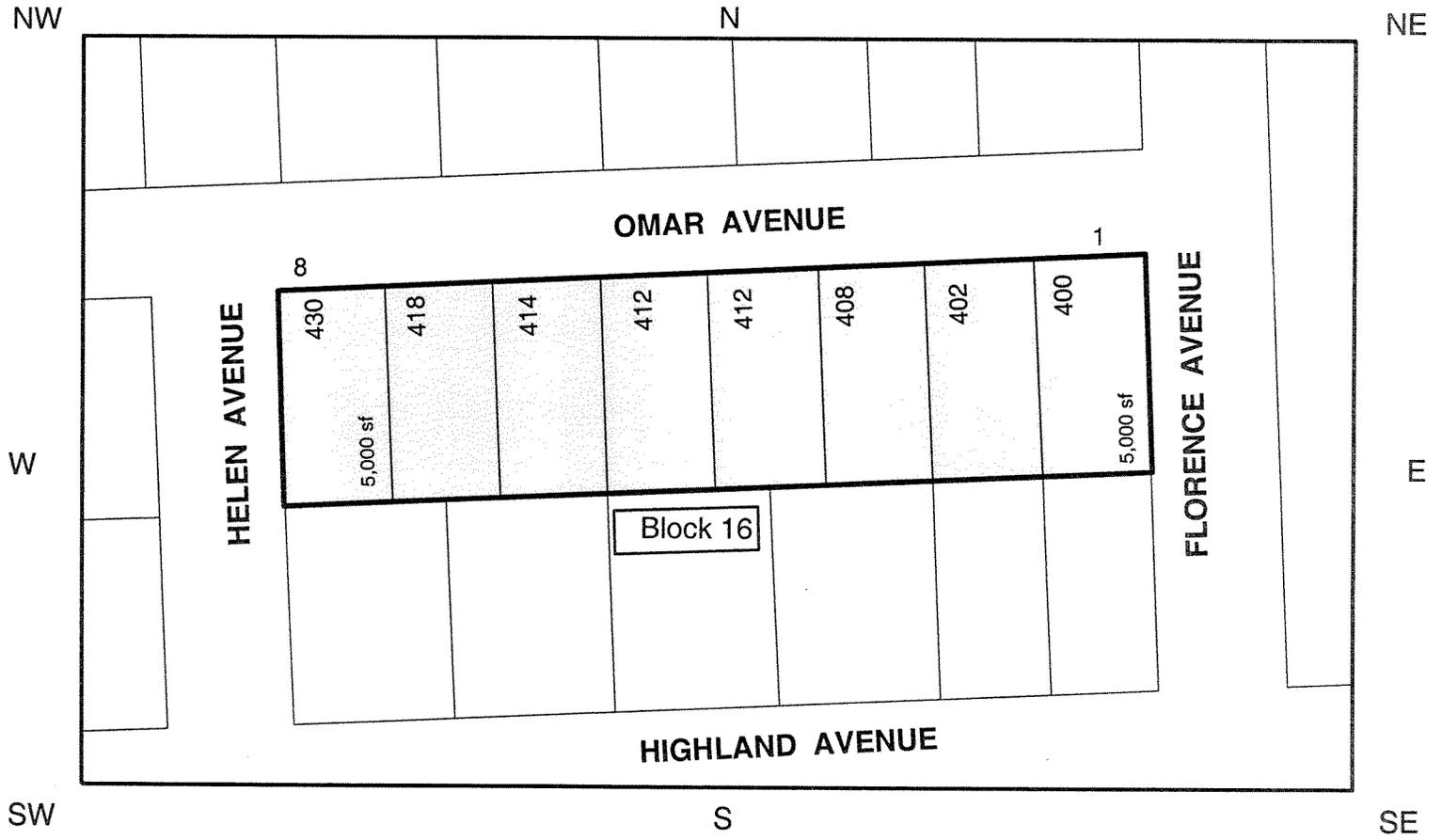
I, Carla Reed, owner of property within the proposed boundaries of the Special Minimum Lot Size Requirement Area, specifically, Lots 4&5 Block 16 of Woodland Heights Subdication, do hereby submit this petition as prescribed by the Code of Ordinances, City of Houston, Sections 42-194. With this petition and other required information, I request to preserve the character of the existing lot sizes for Lots 1-8 Block 16 of Woodland Heights Subdivision through the application of and creation of a Special Minimum Lot Size Requirement Area.



Petitioner

Carla Reed  
Printed Name of Petitioner

# WOODLAND HEIGHTS



## 5000sf Special Minimum Lot Size

### MAP/SKETCH

SMLSA No. 275

-  Properties that meet the 5,000sf Special Minimum Lot Size
-  Properties less than the 5,000sf Special Minimum Lot Size
- MF Multi Family
- COM Commercial
- VAC Vacant
- EXC Excluded

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

R

<b>SUBJECT:</b> Ordinance amending the property description included in the Strategic Partnership Agreement with the West Park MUD.	<b>Category #</b>	<b>Page 1 of 1</b>	<b>Agenda Item #</b> <b>21-21A</b>
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<b>FROM (Department or other point of origin):</b> Planning and Development Department	<b>Origination Date</b> January 28, 2008	<b>Agenda Date</b> APR 09 2008
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MS

<b>DIRECTOR'S SIGNATURE:</b> <i>Martine P. Hafner</i>	<b>Council District affected:</b> A
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<b>For additional information contact:</b> Gavin Dillingham Phone: 713-837-7879	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION: (Summary)**

Adopt ordinances 1) approving amendment to the Strategic Partnership Agreement with West Park MUD authorized by Ordinance 2002-1040 and 2) approving amendment to the Annexation for Limited Purposes authorized by Ordinance 2002-1041

<b>Amount and Source of Funding:</b> Not applicable	<b>F &amp; A Budget:</b>
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**SPECIFIC EXPLANATION:**

On November 13, 2002 City Council approved a Strategic Partnership Agreement with West Park MUD (Ordinance NO. 2002-1040). The property description attached to that agreement, and included in the limited purpose annexation (Ordinance NO. 2002-1041), included some territory that neither the City nor the MUD intended to include. This action will correct that property description and remove the unintended property from the Agreement and from the limited purpose annexation. The property to be removed from the agreement consists of property that is not in West Park MUD.

This amendment will not result in any negative economic or territorial effect on the City of Houston.

The West Park MUD board has voted on and approved a resolution amending the strategic partnership agreement between the City of Houston and West Park MUD.

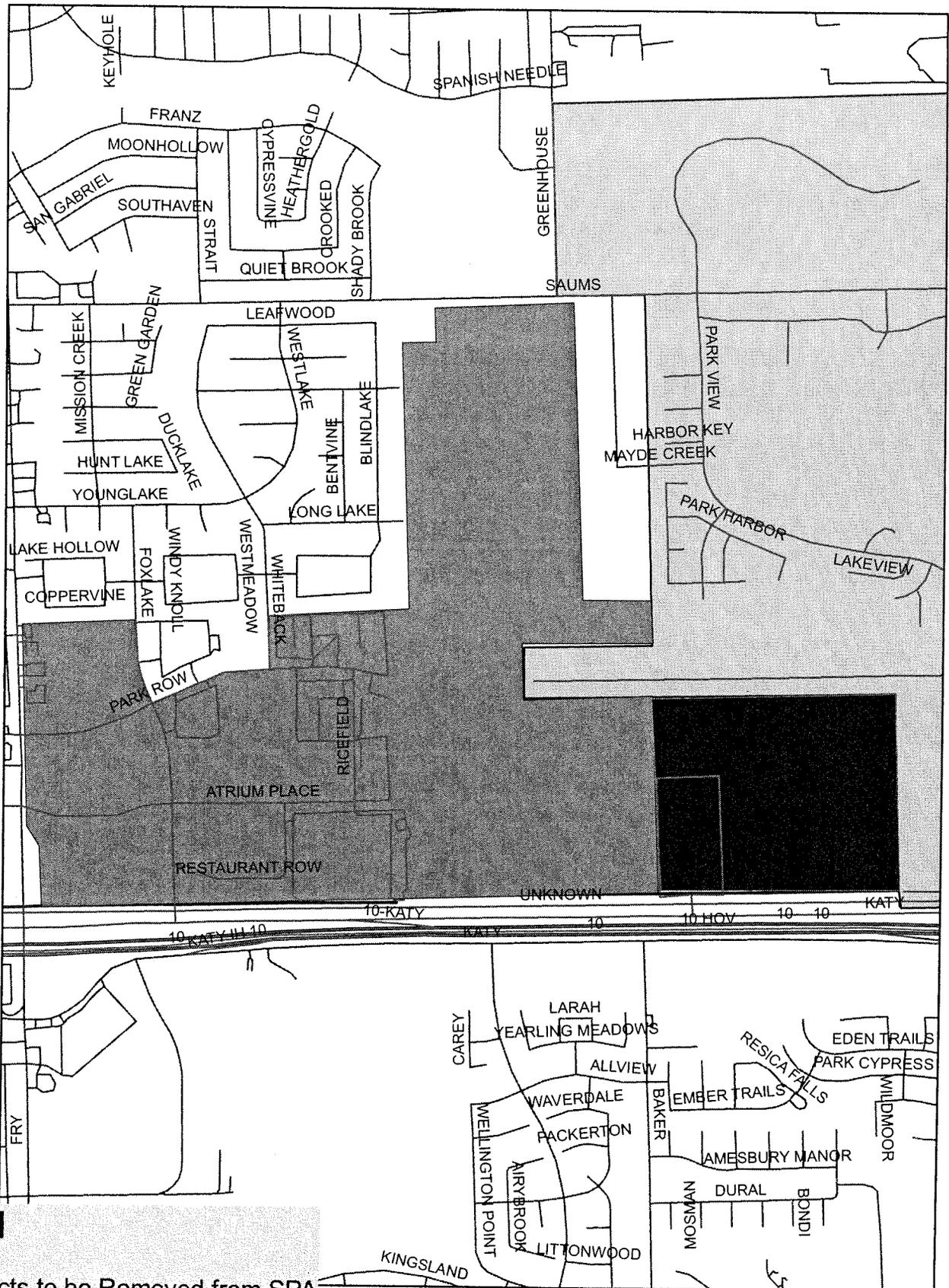
Copy: Marty Stein, Agenda Director  
Arturo G. Michel, Legal  
Anna Russell, City Secretary

**REQUIRED AUTHORIZATION**

<b>F &amp; A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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MS

# West Park MUD SPA Amendment



## Legend

-  Tracts to be Removed from SPA
-  Amended\_West\_Park\_SPA
-  City Limits

TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> License Agreement with the Discovery Green Conservancy at 1500 McKinney, Suite R-2 for the Houston Public Library CIP No. E-000119	<b>Page</b> 1 of 1	<b>Agenda Item</b>  22
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<b>FROM (Department or other point of origin):</b> General Services Department	<b>Origination Date</b> 1-3-08	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b> Issa Z. Dadoush, P.E. <i>Issa Z. Dadoush 3/25/08</i>	<b>Council District affected:</b> 1
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<b>For additional information contact:</b> Jacquelyn L. Nisby 713-247-1814	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION:** Approve and authorize a License Agreement with the Discovery Green Conservancy, a Texas non-profit corporation (Licensor), for the licensed premises at 1500 McKinney, Suite R-2, for the Houston Public Library (HPL) and appropriate funds.

<b>Amount and Source Of Funding:</b> \$80,000.00 Public Library Consolidated Construction Fund (4507)	<b>Finance Department Budget:</b> <i>MWS</i> <i>Michelle Mitchell</i>
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**SPECIFIC EXPLANATION** The General Services Department recommends that City Council approve and authorize a License Agreement with the Discovery Green Conservancy (DGC), a Texas non-profit corporation, for 450 square feet of space with a 60 square foot lockable storage closet located on the grounds of Discovery Green, to provide an express public library facility to be known as HPL Express – Discovery Green.

The City shall pay a one-time license fee of \$80,000 to compensate the DGC for the interior build out of the licensed premises for the HPL Express. The license fee shall be the sole payment for the City's use and occupancy of the licensed premises during the license term. The proposed agreement provides for a ten-year term with five year renewal options. The license fee for each renewal term shall be an amount in which both parties agree is necessary to renovate the licensed premises to a condition reflecting the first-class standard of the park.

The License Agreement will commence on the later of the date when the agreement is countersigned by the City Controller or when DGC notifies the City that the licensed premises are ready for occupancy, and will expire December 31, 2018. The City reserves the right to terminate this agreement upon six months' written notice to DGC.

DGC will provide utilities, taxes and maintenance of the licensed premises.

IZD:BC:JLN:RB:ddc

xc: Marty Stein, Jacquelyn L. Nisby, Anna Russell, and Roosevelt Weeks

**REQUIRED AUTHORIZATION** CUIC ID# 25 RB 26

<b>General Services Department:</b>  <i>Forest R. Christy, Jr.</i> Forest R. Christy, Jr. Director, Real Estate Division	<b>Houston Public Library:</b>  <i>Rhea Brown Lawson, Ph.D.</i> Rhea Brown Lawson, Ph.D. Director
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<b>SUBJECT:</b> Contract with Colliers Appelt Womack, Inc. for professional brokerage/marketing services at Ellington Field (EFD).		<b>Category #</b>	<b>Page 1 of 2</b>	<b>Agenda Item #</b> <i>23</i>
<b>FROM (Department or other point of origin):</b> Houston Airport System (HAS)		<b>Origination Date</b> February 15, 2008	<b>Agenda Date</b> APR 09 2008	
<b>DIRECTOR'S SIGNATURE:</b> <i>Am. Lee</i> <i>Th. B. Barthel</i> For RMV		<b>Council District affected:</b> E		
<b>For additional information contact:</b> Janet Schafer <i>JS</i> Phone: 281/233-1796		<b>Date and identification of prior authorizing Council action:</b> N/A		
<b>AMOUNT &amp; SOURCE OF FUNDING:</b> FY08 \$50,000 HAS Revenue Fund (8001)		<b>Prior appropriations:</b> N/A		
<b>RECOMMENDATION: (Summary)</b> Enact an ordinance approving and authorizing a contract with Colliers Appelt Womack, Inc., a Texas Corporation, d/b/a Colliers International for professional brokerage/marketing services at Ellington Field (EFD) for the Houston Airport System (HAS).				
<b>SPECIFIC EXPLANATION:</b> The Houston Airport System (HAS) was assigned control of Ellington Field (EFD) by the federal government in 1984; additional parcels were subsequently acquired to prevent residential encroachment. Since 1984, maximum utilization of EFD has remained an operating challenge. Federal regulations require airports to be self-sustaining which necessitates assistance in development of EFD. To this end, HAS issued a Request for Proposals (RFP) to broker/market EFD. Seven firms expressed interest and two companies submitted proposals. A selection committee, comprised of HAS personnel, other City department personnel, and Bay Area Houston Economic Partnership and Houston Airport System Development Corporation representatives selected Colliers Appelt Womack, Inc. d/b/a Colliers International (Realtor) as the successful proposer based on the following criteria: commission fees, services, experience and qualifications, management and operations, M/WBE participation, and oral presentation. Realtor will provide the following services: <ul style="list-style-type: none"><li>• Evaluate the rental market throughout Houston's commercial/industrial areas to determine important economic/non-economic terms.</li><li>• Identify qualified prospects and target marketing efforts.</li><li>• Prepare a detailed marketing plan for EFD.</li><li>• List or advertise the property utilizing various industry methods.</li></ul> Other pertinent terms of the Contract are: Property: Ellington Field - North Sector, 112 acres and Southeast Sector, 380 acres.				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Budget:</b> <i>Michelle Mitchell</i>		<b>Other Authorization:</b>		<b>Other Authorization:</b> <i>NOT</i>

<b>Date</b> February 15, 2008	<b>Subject:</b> Contract with Colliers Appelt Womack, Inc. for professional brokerage/marketing services at Ellington Field (EFD).	<b>Originator's Initials</b>	<b>Page</b> 2 of 2
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Term: One year initial term with up to two additional one-year options.

Consideration: HAS will pay a one-time fee of \$50,000.00 for an initial marketing plan. For all sales, Realtor will be paid a 5 percent (5%) commission fee. For all leases, Realtor will be paid 5 percent (5%) of gross rentals for the first ten years of the lease term and 2.5 percent (2.5%) of gross rentals for years 11 – 20, if applicable.

For on-going marketing, Realtor will be paid a one-time fee of \$50,000.00 from proceeds of subsequent sales or leases.

**MWBE Participation:**

The Office of Affirmative Action and Contract Compliance has approved a ten percent (10%) M/WBE goal on all printing services, and (10%) M/WBE goal on all co-brokering services that will be performed by the prime under this contract. The goal will be met by the following certified M/WBE firms:

Firm	Type of Work
Ellen Krinsky, Inc.	Printing/Signage services
Customized Real Estate Services, Inc.	Co-brokering services

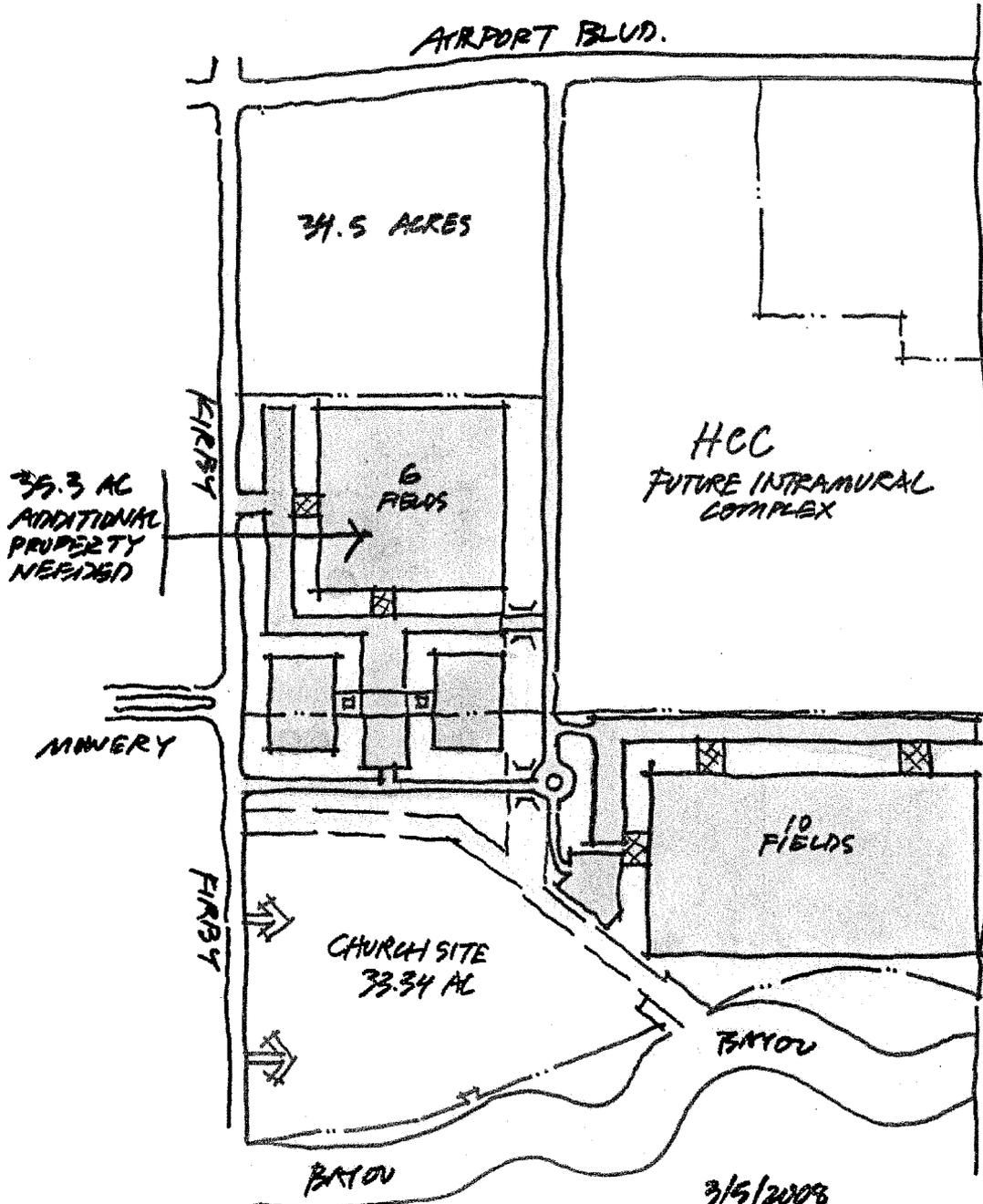
The amount of work for each proposed sub-consultant will be defined as the project progresses and the amount of printing and co-brokering services under the contract is determined.

RMV:lso

- cc: Ms. Marty Stein  
Mr. Anthony W. Hall, Jr.  
Mr. Arturo G. Michel  
Ms. Velma Laws  
Mr. Richard M. Vacar, A.A.E  
Mr. David K. Arthur  
Mr. Robert R. Wigington  
Ms. Kathy Elek  
Mr. Aleks Mraovic  
Ms. Saba Abashawl  
Mr. Carlos Ortiz  
Ms. Ellen Erenbaum  
Ms. Janet Schafer  
Mr. Brian Rinehart  
Mr. Charles Wall  
Ms. Mary Case  
Ms. Marlene McClinton  
Mr. J. Goodwille Pierre  
Mr. Randy Rivin

<p><b>SUBJECT:</b> Ordinance rescinding the Real Estate Contract between Steven J. Gibson, Trustee and the City of Houston, Texas and de-appropriating \$6,420,000 from the Commercial Series E Sports Complex Fund passed by Ordinance 2008-079 to purchase land (Parcel QY8-002); said funds to be re-appropriated to acquire alternate land for the same purpose in companion ordinances. WBS K-002008-0001-2</p>	<p><b>Category</b> # 7</p>	<p><b>Page</b> 1 of <u>1</u></p>	<p><b>Agenda Item</b> #  <b>25</b></p>
<p><b>FROM: (Department or other point of origin):</b>  Department of Public Works and Engineering</p>	<p><b>Origination Date:</b> 4/7/08</p>		<p><b>Agenda Date</b> APR 09 2008</p>
<p><b>DIRECTOR'S SIGNATURE:</b> <i>MSM Michael S. Marcotte</i> Michael S. Marcotte, P.E., DEE, Director</p>	<p><b>Council District affected:</b> D Key Map 572R and 573JN</p>		
<p><b>For additional information contact:</b>  Andrew F. Icken, Deputy Director Phone: (713) 837-0510 Planning and Development Services Division</p>	<p><b>Date and identification of prior authorizing Council Action:</b>  Ordinance 2008-079, January 30, 2008</p>		
<p><b>RECOMMENDATION: (Summary)</b> Approve an ordinance rescinding the Real Estate Contract between Steven J. Gibson, Trustee and the City of Houston, Texas and de-appropriating \$6,420,000 from the Commercial Series E Sports Complex Fund passed by Ordinance 2008-079 to purchase land (Parcel QY8-002); said funds to be re-appropriated to acquire alternate land for the same purpose in companion ordinances.</p>			
<p><b>Amount and Source of Funding:</b> (\$6,420,000) Amateur Sports Complex Fund <i>MSM</i></p>		<p><b>F &amp; A Budget:</b></p>	
<p><b>SPECIFIC EXPLANATION:</b> As part of the City of Houston's program to acquire land at a reasonable cost to provide for the needs of a growing community in the future, City Council recently authorized the purchase of two large tracts of land located along State Highway 288, a major arterial highway corridor where the population is growing rapidly.</p> <p>Ordinance 2008-079, passed by Council January 30, 2008, authorized the purchase of land for future development of an Amateur Sports Complex located at State Highway 288 and Almeda Genoa Road owned by Steven J. Gibson, Trustee, for a total cost of \$6,420,000, including related expenses. During the due diligence period, the City concluded that engineering issues associated with the development of the Gibson tract defined higher infrastructure costs than expected. In addition, the current commercial marketplace has very likely slowed the complementary commercial development on the adjoining tract which was committed to share development costs. Therefore, rescission of the contract between Steven J. Gibson, Trustee, Seller, and the City of Houston, Texas and de-appropriation of the \$6,420,000 in funds appropriated for this land purchase are hereby recommended.</p> <p>It is recommended that an Ordinance be passed rescinding the Real Estate Contract between Steven J. Gibson, Trustee and the City of Houston, Texas and de-appropriating \$6,420,000 from the Commercial Series E Sports Complex Fund passed by Ordinance 2008-079 to purchase land (Parcel QY8-002). Said funds are to be re-appropriated to acquire alternate land for the same purpose in companion ordinances.</p> <p>MSM:NPC:get cc: Marty Stein</p>			
<p align="center"><b>REQUIRED AUTHORIZATION</b></p>			<p align="right">CUIC #20GCT021</p>
<p><b>F&amp;A Director:</b></p>	<p><b>Other Authorization:</b></p>	<p><b>Other Authorization:</b> <i>AFI</i> Andrew F. Icken, Deputy Director Planning and Development Services Division</p>	

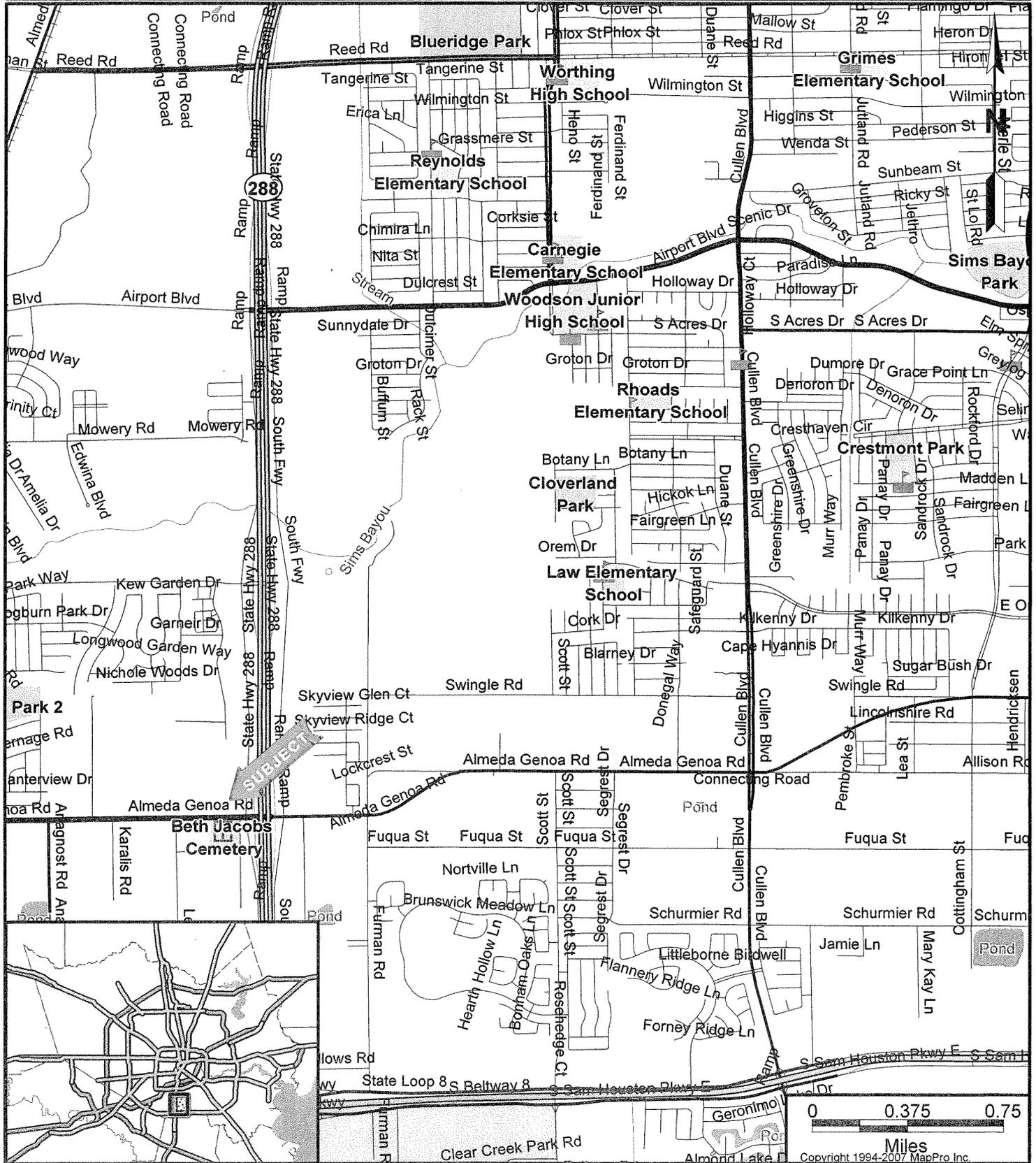
# CONCEPT A<sub>2</sub>



3/5/2008  
NORRIS DESIGN  
NOT TO SCALE

# LOCATION MAP

Description: Ordinance rescinding the Real Estate Contract between Steven J. Gibson, Trustee and the City of Houston  
 Located at State Highway 288 and Almeda Genoa Road  
 Parcel QY8-002, Key Map 572 R and 573 N, District D  
 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.

<p><b>SUBJECT:</b> Ordinance appropriating an additional amount of \$2,127,905 to acquire additional land in the James Hamilton Survey, Abstract No. 880 from Maryfield, Ltd., a Texas limited partnership, Amerifirst Corporation, general partner, for an Amateur Sports Complex (Parcel QY8-011) as previously authorized under Ordinance 2008-065; eliminating the provisions relating to the Veterans' Land Board of the State of Texas and reconfiguring the amount assigned to the Wesley Chapel AME Church of Houston Texas, a Texas non-profit corporation, resulting in the City acquiring a total of ±52.75 acres (Parcel QY8-011). WBS K-002008-0001-2</p>	<p><b>Category</b> # 7</p>	<p><b>Page</b> 1 of 3</p>	<p><b>Agenda Item</b> #</p> <p style="text-align: right; font-size: 2em;"><i>25A</i></p>
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<p><b>FROM: (Department or other point of origin):</b>  Department of Public Works and Engineering</p>	<p><b>Origination Date:</b> <i>4/7/08</i></p>	<p><b>Agenda Date</b> <b>APR 09 2008</b></p>
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<p><b>DIRECTOR'S SIGNATURE:</b> <i>Michael S. Marcotte</i> Michael S. Marcotte, P.E., DEE, Director</p>	<p><b>Council District affected:</b> D Key Map 572M and 573J</p>
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<p><b>For additional information contact:</b>  Andrew F. Icken, Deputy Director      Phone: (713) 837-0510 Planning and Development Services Division</p>	<p><b>Date and identification of prior authorizing Council Action:</b> Ordinance 2008-065, January 23, 2008</p>
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**RECOMMENDATION: (Summary)** Approve an ordinance appropriating an additional amount of \$2,127,905 to acquire additional land in the James Hamilton Survey, Abstract No. 880 from Maryfield, Ltd., a Texas limited partnership, Amerifirst Corporation, general partner, for an Amateur Sports Complex (Parcel QY8-011) as previously authorized under Ordinance 2008-065; eliminating the provisions relating to the Veterans' Land Board of the State of Texas and reconfiguring the amount assigned to the Wesley Chapel AME Church of Houston Texas, a Texas non-profit corporation resulting in the City acquiring a total of ±52.75 acres (Parcel QY8-011).

<p><b>Amount and Source of Funding:</b> \$2,127,905.00 Miscellaneous Land Fund (Fund 4038)</p>	<p><b>F &amp; A Budget:</b></p>
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**SPECIFIC EXPLANATION:**

As part of the City of Houston's program to acquire land at a reasonable cost to provide for the needs of a growing community in the future, City Council recently authorized the purchase of two large tracts of land located along State Highway 288, a major arterial highway corridor where the population is growing rapidly.

Ordinance 2008-079, passed by Council January 29, 2008, authorized the purchase of land for future development of an Amateur Sports Complex located at State Highway 288 and Almeda Genoa Road owned by Steven J. Gibson, Trustee, for a total cost of \$6,420,000, including related expenses. During the due diligence period, the City concluded that engineering issues associated with the development of the Gibson tract defined higher infrastructure costs than expected. In addition, the current commercial marketplace has very likely slowed the complementary commercial development on the adjoining tract which was committed to share development costs. Therefore, rescission of the contract between Steven J. Gibson, Trustee, Seller, and the City of Houston, Texas and de-appropriation of the \$6,420,000 in funds appropriated for this land purchase are recommended in a companion ordinance.

**REQUIRED AUTHORIZATION** CUIC #20GCT022

<p><b>F&amp;A Director:</b></p>	<p><b>Other Authorization:</b></p>	<p><b>Other Authorization:</b> <i>Andrew F. Icken</i> Andrew F. Icken, Deputy Director Planning and Development Services Division</p>
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<b>Date</b>	<b>SUBJECT: PROPERTY:</b> Ordinance appropriating an additional amount of \$2,127,905 to acquire additional land in the James Hamilton Survey, Abstract No. 880 from Maryfield, Ltd., a Texas limited partnership, Amerifirst Corporation, general partner, for an Amateur Sports Complex (Parcel QY8-011) as previously authorized under Ordinance 2008-065; eliminating the provisions relating to the Veterans' Land Board of the State of Texas and reconfiguring the amount assigned to the Wesley Chapel AME Church of Houston Texas, a Texas non-profit corporation resulting in the City acquiring a total of ±52.75 acres (Parcel QY8-011). WBS K-002008-0001-2	<b>Originator's Initials</b>	Page <u>2</u> of <u>3</u>
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The City had, as a contingency, continued discussions with Maryfield, Ltd. for an expanded purchase of land that the City had also put under contract. This site, less than one mile north of the Gibson tract, has major advantages to the City for the location of the complex—namely, the infrastructure costs here are considerably less. Due diligence on this site has also concluded the development can proceed more rapidly, is not dependent on adjoining commercial development, and that infrastructure costs can be further reduced by recent discussions with Houston Community College which has initiated sports development programs on its adjoining site.

Ordinance 2008-065, passed January 23, 2008, authorized the purchase of land immediately abutting Sims Bayou to the north and to the west of State Highway 288 at Mowery Road from Maryfield, Ltd., a Texas limited partnership, Amerifirst Corporation, general partner, for a total cost of \$4,408,670.00, including related expenses. Per agreement under the contract, the configuration of the portion of the property to be conveyed to Wesley Chapel AME Church of Houston Texas has changed. Since the ordinance passed, the property owner has agreed to a direct assignment from the City to the Church of a partial interest in the contract, resulting in the amount of ±35.18 acres being conveyed to Wesley Chapel AME Church, which results in the Church's proportionate share of the purchase price now being \$2,375,283.24. Also, part of the original purchase of this tract included 16 acres to be used by the Veterans' Land Board of the State of Texas for a veterans' nursing facility. Since then the Veterans' Land Board has advised that the earliest it can commit to achieve the approval of the nursing facility is FY 2010, therefore, provisions in the revised contract no longer provide for this facility. It is the intention of the City to continue pursuing negotiations for acquisition of a tract for the Veterans' Land Board, which when finalized, will be submitted to City Council for consideration in a subsequent recommendation.

The foregoing changes to the original Maryfield, Ltd. Contract results in there now being a ±52.75-acre tract the City proposes to buy and use as a park and hike and bike trail, and as the alternate site for the Amateur Sports Complex in place of the Gibson property. By separate recommendation, it is proposed that the City acquire ±38.88 acres of additional land to complete the total acreage needed for the sports complex at this new location.

Additional benefits of this recommendation include the following:

- Obtaining donation of a 20'-wide bikeway easement from the Church.
- Obtaining donation of right-of-way for Kirby Drive from the Church.
- The contract price versus the appraised value indicates the City is paying less than appraised value.
- By location of the Amateur Sports Complex to the new site, the City anticipates substantial savings in infrastructure costs to develop the project versus the previously recommended Gibson tract.
- The overall cost of the proposed transaction is approximately the same as the previously appropriated amounts.
- The proposed location is just south of acreage owned by the Houston Community College (HCC) System. Discussions with HCC have been held regarding co-development of a complementary sports facility on HCC's property.

The purchase price for the ±52.75-acre tract will be paid for utilizing the funds previously appropriated by Council for the Maryfield, Ltd. contract as well as a portion of the de-appropriated funds from the Gibson transaction. The additional funds to be appropriated are as follows:

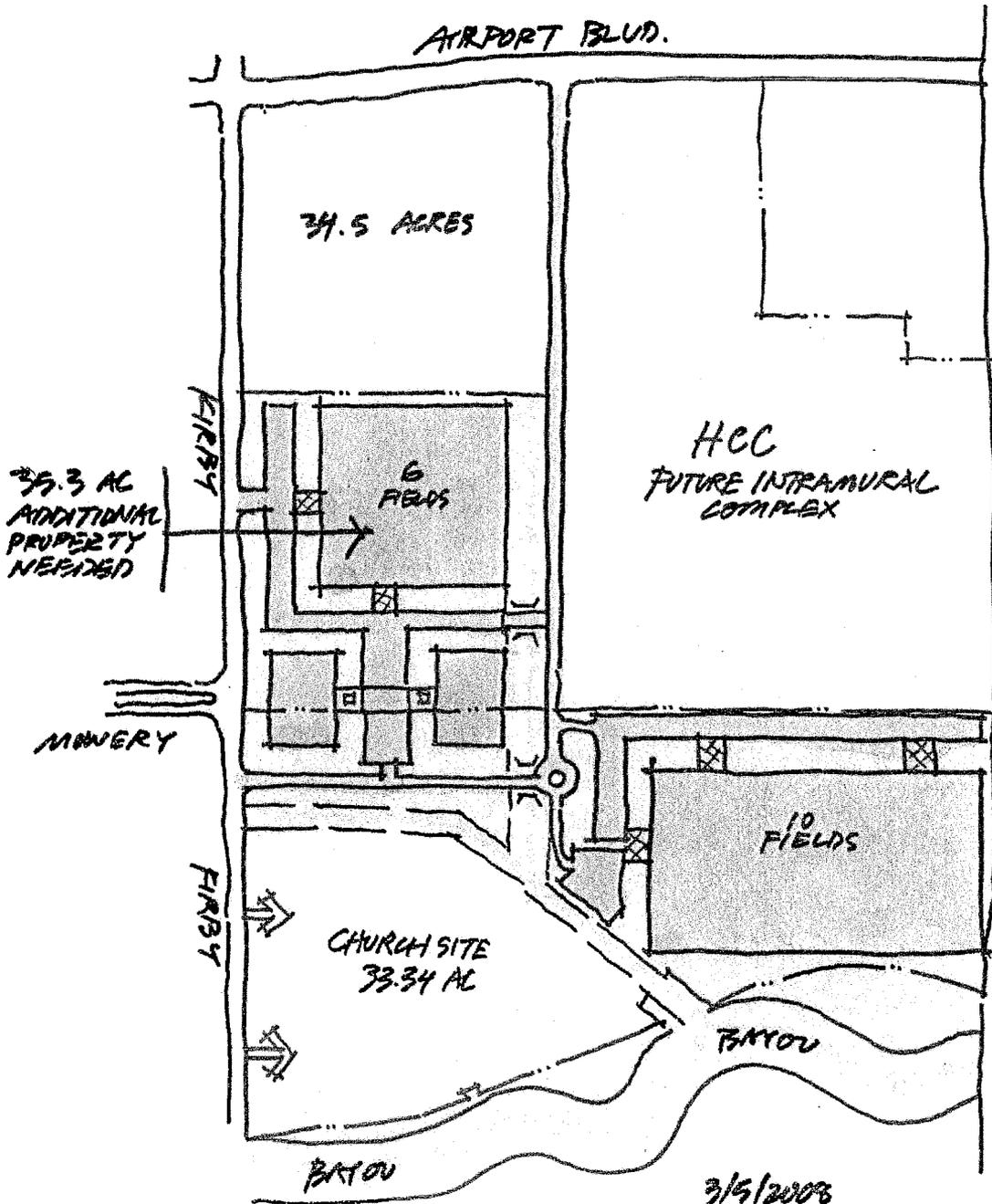
LAND (Fee):	
Parcel QY8-011 (±52.75 acres @ \$1.55) .....	\$ 3,561,575.00
ESTIMATED CLOSING COSTS.....	\$ 80,000.00
TOTAL CONSIDERATION AND CLOSING COSTS.....	\$ 3,641,575.00
Less Funds Appropriated via Ordinance 2008-065 .....	\$ 1,513,670.00
BALANCE TO BE APPROPRIATED.....	\$ 2,127,905.00

<b>Date</b>	<b>SUBJECT: PROPERTY:</b> Ordinance appropriating an additional amount of \$2,127,905 to acquire additional land in the James Hamilton Survey, Abstract No. 880 from Maryfield, Ltd., a Texas limited partnership, Amerifirst Corporation, general partner, for an Amateur Sports Complex (Parcel QY8-011) as previously authorized under Ordinance 2008-065; eliminating the provisions relating to the Veterans' Land Board of the State of Texas and reconfiguring the amount assigned to the Wesley Chapel AME Church of Houston Texas, a Texas non-profit corporation resulting in the City acquiring a total of ±52.75 acres (Parcel QY8-011). WBS K-002008-0001-2	<b>Originator's Initials</b>	<b>Page</b> <u>3</u> of <u>3</u>
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It is recommended that an Ordinance be passed appropriating an additional amount of \$2,127,905 to acquire additional land in the James Hamilton Survey, Abstract No. 880 from Maryfield, Ltd., a Texas limited partnership, Amerifirst Corporation, general partner, for an Amateur Sports Complex (Parcel QY8-011) as previously authorized under Ordinance 2008-065; eliminating the provisions relating to the Veterans' Land Board of the State of Texas and reconfiguring the amount assigned to the Wesley Chapel AME Church of Houston Texas, a Texas non-profit corporation resulting in the City acquiring a total of ±52.75 acres (Parcel QY8-011). Parcel QY8-011 is a ±52.75-acre tract of land out of the James Hamilton Survey, A-880, being part of the remainder of that certain called 178.0658-acre tract described as Tract "A" recorded under Harris County Clerk's File Number (H.C.C.F. No.) V497942, in the Official Public Records of Real Property of Harris County, Texas.

MSM:NPC:get  
cc: Marty Stein

# CONCEPT A2



3/6/2008  
MORRIS DESIGN  
INT TO SCALE

<p><b>SUBJECT:</b> Ordinance approving the Purchase and Sale Agreement between the City of Houston and Hannover Estates Ltd. for the purchase of ±38.88 acres out of the James Hamilton Survey, Abstract No. 880 for an Amateur Sports Complex (Parcels QY8-012 and QY8-013); authorizing the appropriation of \$ 4,290,930 from the Miscellaneous Land Fund; and authorizing payment of the purchase price and related expenses for the acquisition of Parcels QY8-012 and QY8-013. OWNER: Hannover Estates, Ltd., a Texas limited partnership, Amvest Corporation, general partner WBS K-002008-0001-2</p>	<p><b>Category</b> # 7</p>	<p><b>Page</b> 1 of 3</p>	<p><b>Agenda Item</b> #  <b>258</b></p>
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<p><b>FROM: (Department or other point of origin):</b>  Department of Public Works and Engineering</p>	<p><b>Origination Date:</b> 4/7/08</p>	<p><b>Agenda Date</b> APR 09 2008</p>
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<p><b>DIRECTOR'S SIGNATURE:</b> <i>Michael S. Marcotte</i> Michael S. Marcotte, P.E., DEE, Director</p>	<p><b>Council District affected:</b> D Key Map 572M and 573J</p>
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<p><b>For additional information contact:</b>  Andrew F. Icken, Deputy Director Phone: (713) 837-0510 Planning and Development Services Division</p>	<p><b>Date and identification of prior authorizing Council Action:</b>  Ordinance 2008-065, January 23, 2008</p>
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**RECOMMENDATION: (Summary)**  
Approve an ordinance approving the Purchase and Sale Agreement between the City of Houston and Hannover Estates Ltd. for the purchase of ±38.88 acres out of the James Hamilton Survey, Abstract No. 880 for an Amateur Sports Complex (Parcels QY8-012 and QY8-013); authorizing the appropriation of \$ 4,290,930 from the Miscellaneous Land Fund; and authorizing payment of the purchase price and related expenses for the acquisition of Parcels QY8-012 and QY8-013.

<p><b>Amount and Source of Funding:</b> \$4,290,930.00 Miscellaneous Land Fund (Fund 4038)</p>	<p><b>F &amp; A Budget:</b></p>
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**SPECIFIC EXPLANATION:**  
As part of the City of Houston's program to acquire land at a reasonable cost to provide for the needs of a growing community in the future, City Council recently authorized the purchase of a large tract of land located along State Highway 288, a major arterial highway corridor where the population is growing rapidly. The City seeks to acquire additional property adjacent to this tract to expand the property that will now proposed to be used as an Amateur Sports Complex.

Ordinance 2008-065, passed January 23, 2008, authorized the purchase of a ±67.44-acre tract immediately abutting Sims Bayou and to the west of State Highway 288 at Mowery Road from Maryfield, Ltd., a Texas limited partnership, Amerifirst Corporation, general partner. Since the ordinance passed, the property owner has agreed to a direct assignment from the City to the Wesley Chapel AME Church of Houston Texas of a partial interest in the contract, resulting in the amount of ±35.18 acres being conveyed to the Church. The foregoing change to the original Maryfield, Ltd. Contract results in there now being a ±52.75-acre tract the City proposes to buy and use as a park and hike and bike trail and as the alternate site for the Amateur Sports Complex in place of the Gibson property pursuant to a separate recommendation to City Council. The ±38.88-acre tract which is the subject of this recommendation, being adjacent to the ±52.75-acre tract, will be a part of a property assemblage totaling ±91.63 acres proposed to be used as an Amateur Sports Complex.

CUIC #20GCT023

**REQUIRED AUTHORIZATION**

<p><b>F&amp;A Director:</b></p>	<p><b>Other Authorization:</b></p>	<p><b>Other Authorization:</b> <i>Andrew F. Icken</i> Andrew F. Icken, Deputy Director Planning and Development Services Division</p>
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<b>Date</b>	<b>SUBJECT: PROPERTY:</b> Ordinance approving the Purchase and Sale Agreement between the City of Houston and Hannover Estates Ltd. for the purchase of ±38.88 acres out of the James Hamilton Survey, Abstract No. 880 for an Amateur Sports Complex (Parcels QY8-012 and QY8-013); authorizing the appropriation of \$ 4,290,930 from the Miscellaneous Land Fund; and authorizing payment of the purchase price and related expenses for the acquisition of Parcels QY8-012 and QY8-013.	<b>Originator's Initials</b>	Page <u>2</u> of <u>2</u>
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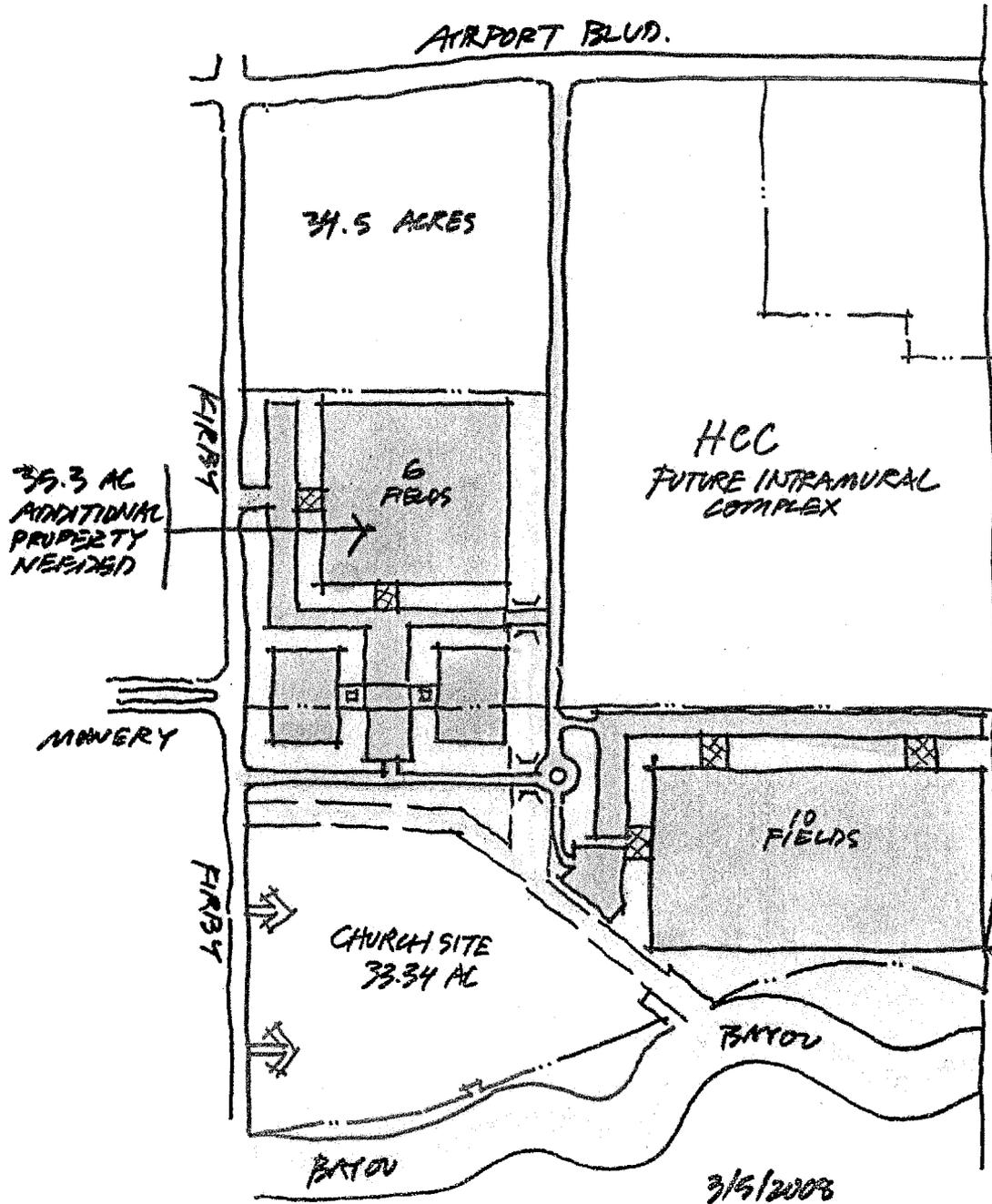
The cost of the purchase is as follows:

LAND: (Fee)

Parcel QY8-012 (±35 sq. ft @ \$2.60 psf).....	\$ 3,963,960.00
Parcel QY8-013 (±3.88 sq. ft @ \$1.55 psf).....	\$ 261,970.00
ESTIMATED CLOSING COSTS/RELATED EXPENSES.....	\$ 65,000.00
TOTAL CONSIDERATION AND CLOSING COSTS/RELATED EXPENSES.....	\$ 4,290,930.00

Therefore, it is recommended that an Ordinance be passed approving the Purchase and Sale Agreement between the City of Houston and Hannover Estates Ltd. for the purchase of ±38.88 acres out of the James Hamilton Survey, Abstract No. 880 for an Amateur Sports Complex (Parcels QY8-012 and QY8-013); authorizing the appropriation of \$4,290,930 from the Miscellaneous Land Fund; and authorizing payment of the purchase price and closing costs/related expenses for the acquisition of Parcels QY8-012 and QY8-013. Parcel QY8-012 contains ±35 acres of land and Parcel QY8-013 contains ±3.88 acres of land, both being situated in the James Hamilton Survey, A-880, being part of that called 66.20 acre tract described and recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20070303106, in the Official Public Records of Real Property of Harris County, Texas.

# CONCEPT A<sub>2</sub>



3/5/2008  
HARRIS DESIGN  
NOT TO SCALE

<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 Phone: (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

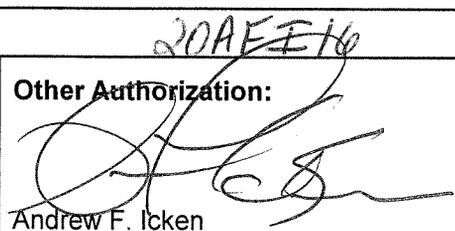
**F&A Budget:**

**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**

<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Andrew F. Icken Deputy Director Planning & Development Services
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**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7856**

**Subject:** Approve an Ordinance Awarding a Contract for Grounds Maintenance & Landscaping Services for the General Services Department  
S29-L22836

Category #  
4

Page 1 of 2

Agenda Item

**27**

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
April 01, 2008

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE**  


**Council District(s) affected**  
All

**For additional information contact:**  
Jacquelyn L. Nisby      Phone: (713) 247-1814  
Ray DuRousseau      Phone: (713) 247-1735

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

**RECOMMENDATION: (Summary)**

Approve an ordinance awarding a contract to TIBH Industries, Inc. in an amount not to exceed \$1,686,711.16 for grounds maintenance and landscaping services for the General Services Department.

Maximum Contract Award Amount: \$1,686,711.16

**F & A Budget**

\$1,686,711.16 - General Fund (1000)

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an ordinance awarding a one-year contract, with two one-year options, to TIBH Industries, Inc. in an amount not to exceed \$1,686,711.16 for grounds maintenance and landscaping services for the General Services Department. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice to the contractor.

The scope of work requires the contractor to provide all labor, tools, parts, supplies, equipment, transportation and supervision necessary to provide grounds maintenance and landscaping services, including but not limited to, mowing, litter pickup, pruning, mulching, watering, irrigation; and pest and weed control at approximately 91 properties located throughout the City.

TIBH Industries, Inc. employs individuals with disabilities who will provide the requested services under this contract. Additionally, TIBH Industries, Inc. has committed, in writing, to priority hiring of disabled veterans from the Iraq, Afghanistan and Bosnia conflicts. The General Services Department is satisfied with TIBH Industries, Inc.'s performance on current and previous grounds maintenance & landscaping contracts with the City.

The Texas Human Resources Code, Section 122.017 provides: A political subdivision of this state may purchase products or services for its user from private businesses through its authorized purchasing procedures, but may substitute equivalent products or services produced by persons with disabilities under the provisions of this chapter.

Attorney General of Texas Opinion No. JM-444 states that general statutes that require counties, cities, hospital districts and school districts to engage in competitive bidding in order to make certain purchases do not apply to purchases such as political subdivisions make pursuant to Section 122.017 of the Human Resources Code. TIBH Industries, Inc. has approved the contract specifications, services and the agency that will provide these services.

Buyer: Douglas Moore

**REQUIRED AUTHORIZATION**

NDT

F&A Director:

Other Authorization:

Other Authorization:

*WSP*

*2008*

Date: 4/1/2008	Subject: Approve an Ordinance Awarding a Contract for Grounds Maintenance & Landscaping Services for the General Services Department S29-L22836	Originator's Initials DM	Page 2 of 2
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TIBH Industries, Inc. (TIBH) is a non-profit organization that was created by State law. Therefore, TIBH is exempt from the M/WBE and the Pay-or-Play requirements.

**Funding Information**

**Estimated Spending Authority**

<b>DEPARTMENT</b>	<b>FY2008</b>	<b>OUT YEARS</b>	<b>TOTAL</b>
General Services	\$130,274.00	\$1,556,437.16	\$1,686,711.16

**REQUEST FOR COUNCIL ACTION**

TO: Mayor via City Secretary

RCA# 7860

Subject: Approve an Ordinance Awarding a Contract for Bullet-Resistant Body Armor for the Houston Police Department S17-S22852

Category #  
4

Page 1 of 1

Agenda Item

28

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
March 20, 2008

**Agenda Date**  
APR 09 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:**

**RECOMMENDATION: (Summary)**  
Approve an ordinance awarding a contract to Armor Holdings Products, LLC., for bullet-resistant body armor in an amount not to exceed \$4,875,713.00 for the Houston Police Department.

Maximum Contract Amount: \$4,875,713.00

**F & A Budget**

\$4,440,668.00 - General Fund (1000)  
\$ 435,045.00 - Asset Forfeiture Fund (2202)  
\$4,875,713.00 - Total

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an ordinance awarding a five-year contract, with five one-year options to Armor Holdings Products, LLC in the maximum contract amount of \$4,875,713.00 for bullet-resistant body armor for the Houston Police Department. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice to the contractor.

The scope of work requires the contractor to provide all labor, equipment, materials, supplies, tools, instrumentation, and supervision necessary to provide bullet resistant body armor and helmets for the Houston Police Department. The subcontractor is required to have the bullet resistant body armor custom fitted for each individual officer. This will allow the department to fit graduating cadets and officers due for replacement armor.

The bullet resistant body armor meets the ballistic requirements specified in the most current National Institute of Justice Standards. Additionally, the armor also passes 9mm and .357 magnum firing tests performed by independent laboratories.

**M/WBE Subcontractor:**

Armor Holdings Products, LLC, has designated the below-named company as its certified M/WBE subcontractor:

<u>Name</u>	<u>Type of Work</u>	<u>Dollar Amount</u>	<u>Percentage</u>
Lone Star Uniforms	Measurement and Delivery	\$390,057.04	8%

**Estimated Spending Authority**

<u>Department</u>	<u>Fund</u>	<u>FY08</u>	<u>Out Years</u>	<u>Total</u>
Police	General Fund (1000)	\$177,332.00	\$4,263,336.00	\$4,440,668.00
Police	Asset Forfeiture Fund (2202)	\$129,370.00	\$305,675.00	\$435,045.00

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

Buyer: Murdock Smith

**REQUIRED AUTHORIZATION**

NDT

F&A Director:

Other Authorization:

Other Authorization:

**Stein, Marty - MYR**

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**Subject:** FW: RE: Body Armor

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

**From:** Fenninger, Joseph  
**Sent:** Thursday, April 03, 2008 4:56 PM  
**To:** Stein, Marty - MYR  
**Subject:** RE: RE: Body Armor

Marty -

If the RCA passes on Wednesday, April 9 HPD will have no need to issue an EPO.

Conversely, if the RCA is tagged or otherwise delayed we will be compelled to issue an EPO.

Thanks again for your help.

Best regards,

Joe

Joseph A. Fenninger  
CFO & Deputy Director  
Houston Police Department  
Budget and Finance Division  
1200 Travis 17th Floor  
Houston, Texas 77002  
Office: (713) 308-1708  
Cell: (713) 504-1501

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7755**

<b>Subject:</b> Formal Bids Received for Cleaning, Decontamination & Repair Services for Fire Protective Ensembles for Various Departments S30-L22665	<b>Category #</b> 4	<b>Page 1 of 2</b>	<b>Agenda Item</b>  <b>29</b>
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<b>FROM (Department or other point of origin):</b> Calvin D. Wells City Purchasing Agent Administration & Regulatory Affairs Department	<b>Origination Date</b>  February 21, 2008	<b>Agenda Date</b>  APR 09 2008
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<b>DIRECTOR'S SIGNATURE</b> <i>Calvin D. Wells</i>	<b>Council District(s) affected</b> All
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<b>For additional information contact:</b> Karen Dupont <b>Phone:</b> (713) 859-4934 Ray DuRousseau <b>Phone:</b> (713) 247-1735	<b>Date and Identification of prior authorizing Council Action:</b>
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**RECOMMENDATION: (Summary)**  
Approve an ordinance awarding a contract to Lion Totalcare, Inc. on its sole bid in an amount not to exceed \$8,869,164.50 for cleaning, decontamination and repair services for firefighter protective ensemble for various departments.

Maximum Contract Amount: \$8,869,164.50	<b>F &amp; A Budget</b>
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\$8,591,096.47 - General Fund (1000)  
\$ 278,068.03 - Airport Revenue Fund (8001)  
\$8,869,164.50 - Total

**SPECIFIC EXPLANATION:**  
The City Purchasing Agent recommends that City Council approve an ordinance awarding a three-year contract, with two one-year options, to Lion Totalcare, Inc. on its sole bid in an amount not to exceed \$8,869,164.50 for cleaning, decontamination and repair services for fire protective ensembles for various departments. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice to the contractor.

This Invitation to Bid (ITB) was advertised in accordance with the requirements of the State of Texas bid laws and one bid was received. Prior to posting the ITB, the market was carefully researched and it was concluded that Lion Totalcare, Inc. was the only company that could meet the City's and National Fire Protection Association (NFPA ) requirements. The Strategic Purchasing Division conducted a thorough search for additional vendors who could possibly perform these services. As a result, twelve vendors were identified and notified of the ITB. Only one vendor (Totalcare, Inc.) attended the pre-bid conference. Subsequent to the receipt of the bid, vendors were contacted to determine the reason for the limited response to the ITB; potential respondents advised that they could not meet the scope of work requirements specified in the ITB.

The cleaning, decontamination and repair of fire gear is strictly regulated by NFPA. The service requires a local presence, because the fire gear must be picked up from the individual fire stations, cleaned, repaired and returned on a timeframe delineated by the NFPA requirements and within the work schedule rotations of the Houston firefighters.

The scope of work requires the contractor to provide all supervision, labor, materials, equipment and transportation necessary to provide cleaning, decontamination and repair services on fire fighting protective ensembles. The purpose of this cleaning is to remove the dirt and unburned hydrocarbons acquired during the normal course of fire fighting activities. The contractor also provides repairs and decontamination services on an "as needed" basis. Repairs are made to extend the life of the clothing and to maintain the

**REQUIRED AUTHORIZATION**

<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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Date: 2/21/2008	Subject: Formal Bids Received for Cleaning, Decontamination & Repair Services for Fire Protective Ensembles for Various Departments S30-L22665	Originator's Initials RM	Page 2 of 2
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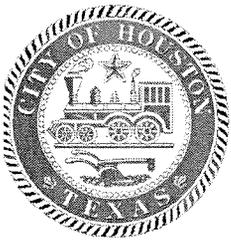
clothing at NFPA standards; the decontamination services are used to remove chemicals and contaminants such as diesel fuel, gasoline, hydraulic oil, pesticides, insecticides and/or asbestos.

Buyer: Richard Morris

Attachment: MWBE zero-percent goal document approved by the Affirmative Action Division

**Estimated Spending Authority:**

Department	FY 2008	OUT YEARS	SUB-TOTAL
Fire Department	\$200,000.00	\$8,391,096.47	\$8,591,096.47
Houston Airport System	\$ 11,206.15	\$ 266,861.88	\$ 278,068.03
Total	\$211,206.15	\$8,657,958.35	\$8,869,164.50



# CITY OF HOUSTON

Finance & Administration Department  
Strategic Purchasing Division (SPD)

## Interoffice

Correspondence

To: Kevin M. Coleman, C.P.M.  
Assistant Purchasing Agent

From: Richard Morris

Date: 11/19/2007

Subject: MWBE Participation Form

I am requesting a **waiver** of the MWBE Goal: Yes  No  Type of Solicitation: Bid  Proposal

I am **requesting** a MWBE goal below 11% (To be completed by SPD, and prior to advertisement): Yes  No  0%

I am requesting a **revision** of the MWBE Goal: Yes  No  Original Goal: \_\_\_\_\_ New Goal: \_\_\_\_\_

If requesting a revision, how many solicitations were received: \_\_\_\_\_

Solicitation Number: L22665 Estimated Dollar Amount: \$4,000,000.00

Anticipated Advertisement Date: 11/23/2007 Solicitation Due Date: 12/20/2007

Goal On Last Contract: 3% Was Goal met: Yes  No

If goal was not met, what did the vendor achieve: .50%

Name and Intent of this Solicitation:

Cleaning Decontamination and Repair Services for Firefighting Protective Ensembles for Various Departments.  
The scope is to remove the dirt and unburned hydrocarbons acquired during fire fighting activities.

Rationale for requesting a Waiver or Revision (Zero percent goal or revision after advertisement):  
(To be completed by SPD)

The Houston Fire Department recommends a zero percentage goal for the renewal of the contract for Cleaning, Decontamination and Repair Services for Firefighting Protective Ensembles. The Personal Protective Ensembles (PPE) worn by all firefighters requires close monitoring and control, because of homeland security reasons. All ensembles are bar-coded, tracked and go through periodic inspections, as delineated in National Fire Protection Agency (NFPA) 1851, 2008 edition titled Selection, Care and Maintenance of Firefighter Personal Protective Clothing for Structural and Proximity Gear. Due to the work schedule of the firefighters, the contractor has a limited time frame to pick-up the ensemble, perform any required service and return to the fire station. The awarded Contractor will be required to maintain possession and full responsibility of the garments from pick-up until return to meet work schedules and maintain security of the PPE.

Concurrence:

SPD Initiator

Division Manager

Robert Gallegos, Deputy Assistant Director  
\*Affirmative Action

Kevin M. Coleman, C.P.M.  
Assistant Purchasing Agent

\* Signature is required, if the request is for zero percent MWBE participation, or to revise the MWBE goal.

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7809**

**Subject:** Approve an Ordinance Awarding a Contract for Towing Services for Vehicles and Equipment for Various Departments S39-L22666

Category #  
4

Page 1 of 2

Agenda Item

**30**

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
March 20, 2008

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE**  
*Calvin D. Wells*

**Council District(s) affected**  
All

**For additional information contact:**  
David Guernsey Phone: (713) 238-5241  
Ray DuRousseau Phone: (713) 247-1735

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

**RECOMMENDATION: (Summary)**  
Approve an ordinance awarding a contract to RBEX, Inc. d/b/a Apple Towing Co. for towing services for vehicles and equipment in an amount not to exceed \$2,109,120.50 for various departments

Maximum Contract Amount: \$2,109,120.50

**F & A Budget**

\$1,405,065.00 - Fleet Management Fund (1005)  
\$ 704,055.50 - General Fund (1000)  
\$2,109,120.50 - Total

*PLR 3/27/08*

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an ordinance awarding a three-year contract, with two one-year options to RBEX, Inc. d/b/a Apple Towing Co. in an amount not to exceed \$2,109,120.50 for towing services for vehicles and equipment for various departments. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice to the contractor. This contract will be used by the Public Works and Engineering, Fire, Police, Parks and Recreation, and Solid Waste Management Departments to supplement service performed by the City-owned tow trucks, and will be used primarily after normal business hours, on weekends and on City-observed holidays.

This project was advertised in accordance with the requirements of the State of Texas bid laws and one bid was received. Since RBEX, Inc. d/b/a Apple Towing Co. was the sole bidder, SPD negotiated the bid pricing in the original bid amount. As a result, the original bid amount of \$2,152,295.50 was reduced to \$2,109,120.50, which represents a savings of \$43,175.00.

- The Strategic Purchasing Division conducted a thorough search for additional vendors who could possibly perform these services. As a result, twelve vendors were identified and notified of the Invitation to Bid (ITB). One prospective bidder attended the pre-bid conference. Subsequent to the receipt of the bid, prospective bidders were contacted to determine the reason for the limited response to the ITB. Prospective bidders advised that their company could not meet the scope of work requirements, could not meet the insurance requirements or did not have the required wreckers or equipment to provide all services.

The scope of work requires the contractor to provide all labor, materials, equipment, tools, supervision, training, and transportation necessary for towing services. Services include, but are not limited to, light-, medium- and heavy-duty towing services, starting services and light-mechanic work for City-owned vehicles and equipment.

*2500W 7809A*

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:  
*Calvin D. Wells*

Other Authorization:  
*Michael Smith*

*3/10/08*

*MO*

Date: 3/20/2008	Subject: Approve an Ordinance Awarding a Contract for Towing Services for Vehicles and Equipment for Various Departments S39-L22666	Originator's Initials LW	Page 2 of 2
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**M/WBE Subcontracting**

This Invitation to Bid was issued as a goal-oriented contract with a 15% M/WBE participation level. RBEX, Inc. d/b/a Apple Towing Co. has designated the below-named companies as its certified M/WBE subcontractors.

<u>Name</u>	<u>Type of Work</u>	<u>Dollar Amount</u>	<u>Percent</u>
D H Tire Services, Inc.	Tires and Service	\$45,000.00	2%
Peter Batarse Enterprise	Auto Parts	\$102,000.00	5%
Cana Tire Inc.	Tires and Service	\$22,000.00	1%
Oil Products Distribution, Ltd.	Petroleum Products	\$150,000.00	7%

This contract will be monitored by the Affirmative Action Division.

**Estimated Spending Authority**

<b>Department</b>	<b>FY'08</b>	<b>Out Years</b>	<b>Total</b>
Public Works and Engineering	\$100,000.00	\$1,305,065.00	\$1,405,065.00
Parks and Recreation	\$9,100.00	\$121,405.00	\$130,505.00
Houston Police Department	\$10,000.00	\$390,000.00	\$400,000.00
Solid Waste Management Department	\$227.00	\$1,993.00	\$2,220.00
Houston Fire Department	\$14,000.00	\$157,330.50	\$171,330.50
<b>Grand Total</b>	<b>\$133,327.00</b>	<b>\$1,975,793.50</b>	<b>\$2,109,120.50</b>

Buyer: Latrice Williams



**CITY OF HOUSTON**  
Administration and Regulatory Affairs Department

**Interoffice**  
Correspondence

**To:** Marty Stein  
Agenda Director

**From:** Calvin D. Wells, City Purchasing Agent  
Strategic Purchasing Division

**Date:**

**Subject:** RCA No. 7809 for Towing Services for  
Vehicles and Equipment for Various  
Departments

The current contract for towing services will expire on April 15, 2008. Therefore, it is critical that this item not be tagged. If it is tagged, the City will not be able to meet light-, medium- and heavy-duty towing demands after normal business hours and on the weekend for approximately eight (8) days.

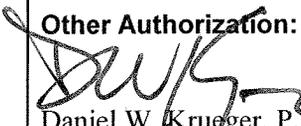
It is for the aforementioned reason that we respectfully request that the Council Members be requested not to tag this item.

If you should require additional information regarding this request, please contact Ray Dourousseau at 7-1735 or contact me directly at 7-1684.

A handwritten signature in black ink that reads "Calvin D. Wells".

Calvin D. Wells, City Purchasing Agent

CDW/RD/lw

<b>SUBJECT:</b> Ordinance Amendment for On-Call Drainage Construction Contract (Work Order): WBS No. M-000126-0058-4		Page 1 of 1	Agenda Item # <b>31</b>
<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b> 3/18/08	<b>Agenda Date</b> APR 09 2008	
<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE, Director	<b>Council District affected:</b> ALL 		
<b>For additional information contact:</b>  Reid K. Mrsny, P.E. Phone: (713) 837-0452 Senior Assistant Director	<b>Date and identification of prior authorizing Council action:</b> Ordinance No. 2008-87; 01/30/08		
<b>RECOMMENDATION: (Summary)</b> Approve amendment of Ordinance No. 2008-87 to correct clerical error.			
<b>Amount and Source of Funding - N/A</b>			
<b>SPECIFIC EXPLANATION:</b> The materials engineering laboratory Outline Agreement Number as referenced on the original construction award Ordinance (No. 2008-87), for award of construction contract for On-Call Drainage Construction Contract (Work Order), is incorrectly indicated as 4600006382. The correct number for the materials engineering laboratory contract with DAE & Associates, LTD, d/b/a Geotech Engineering & Testing, a Texas Limited Partnership is 4600006911.			
 MSM:DWK:RKM:HJ:CH:klw S:\design\A-sw-div\WPDATA\Cheryl\Local Drainage Project\RCAONCALL FY08 Amendment.doc			
<b>c:</b> Marty Stein Velma Laws Susan Bandy Craig Foster Michael Ho, P.E. File WBS M-000126-0058-4			
<b>REQUIRED AUTHORIZATION</b>		<b>CUIC# 20CH01</b>	
<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Daniel W. Krueger, P.E., Deputy Director Engineering and Construction Division	

<b>SUBJECT:</b> An ordinance be passed authorizing the PURCHASE of AY5-052, located in the 6700 block of Fuqua Road, and approving the Overpass Agreement for the Fuqua Road Grade Separation at Mykawa Road Project. WBS N-00530B-0002-2 OWNER: BNSF Railway Company, a Delaware corporation	<b>Category #7</b>	<b>Page 1 of 1</b>	<b>Agenda Item #</b> <div style="text-align: right; font-size: 2em; font-weight: bold;">37</div>
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<b>FROM: (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b> <div style="text-align: center; font-size: 1.5em;">4/3 / 08</div>	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE, Director	<b>Council District affected:</b> <div style="text-align: center;">E</div> <div style="text-align: center;">Key Map 574V</div> <div style="text-align: right; font-size: 1.5em;">SR</div>
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<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 2005-397, April 20, 2005
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**RECOMMENDATION: (Summary)** An ordinance be passed authorizing the PURCHASE of Parcel AY5-052 and approving the Overpass Agreement between the City and BNSF Railway Company, a Delaware corporation.

<b>Amount and Source of Funding:</b> No additional funding required (covered under Blanket Appropriation Ordinance 2005-397, N-00663A-00RE-2-01 Street and Bridge Consolidated Construction Fund 4506)	<b>F&amp;A Budget:</b>
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**SPECIFIC EXPLANATION:**  
 The FUQUA ROAD GRADE SEPARATION AT MYKAWA ROAD PROJECT provides for a grade separation to connect two at-grade sections of Fuqua (N-0530A and N-0490) over Mykawa and the Burlington, Northern and Santa Fe railroad tracks. The grade separation bridge will have lighting and pedestrian railings with two 24-foot lanes in each direction with six-foot sidewalk on one side. An Overpass Agreement has been reached with BNSF establishing the specifications and arrangements for construction of the grade separation over the railroad tracks adjacent to Mykawa Road.

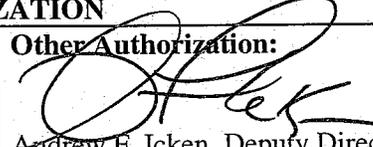
**PURCHASE:**  
 The City desires to acquire a total of 9.2400 acres of land out of a vacant 232.098 acre tract of land. The City's offer was based on an appraisal completed by S. Louis Smith, MAI, Independent Fee Appraiser. This valuation was reviewed and recommended for approval by a senior staff appraiser of this department. The breakdown is as follows:

Parcel AY5-052: (Easement/Agreement)	
8.3217 acres (unencumbered) x \$11,000 per acre .....	\$ 91,539.00
0.9183 acre (encumbered) x \$11,000 per acre x 50% .....	\$ 5,051.00
Title Policy .....	\$ 1,424.00
<b>TOTAL AMOUNT</b> .....	<b>\$ 98,014.00</b>

It is recommended that an ordinance be passed authorizing the PURCHASE of Parcel AY5-052, owned by BNSF Railway Company, a Delaware corporation and approving the Overpass Agreement between the City and BNSF Railway Company. This parcel contains 9.2400 acres of land for a grade separation across a tract of land situated in the William J. Lovett Survey, Abstract-526, and the William B. Walker Survey, Abstract-857, Harris County, Texas, as conveyed to Gulf, Colorado and Santa Fe Railway Company by deeds recorded in Volume 426, Page 417 and Volume 3957, Page 554 of the Deed Records of Harris County, Texas and to The Atchison, Topeka and Santa Fe Railroad Company, a Delaware corporation, in Harris County Clerk's Files B145701 and G544911 of the Official Public Records of Real Property, Harris, County, Texas, according to City of Houston field notes.

MSM: NPC: sr  
 S:\ROBERTS\WRC-A-FuquaAY6-052-BNSF.doc  
 cc: Marty Stein

CUIC #20SDR15

REQUIRED AUTHORIZATION		
<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Andrew F. Icken, Deputy Director Planning and Development Services Division

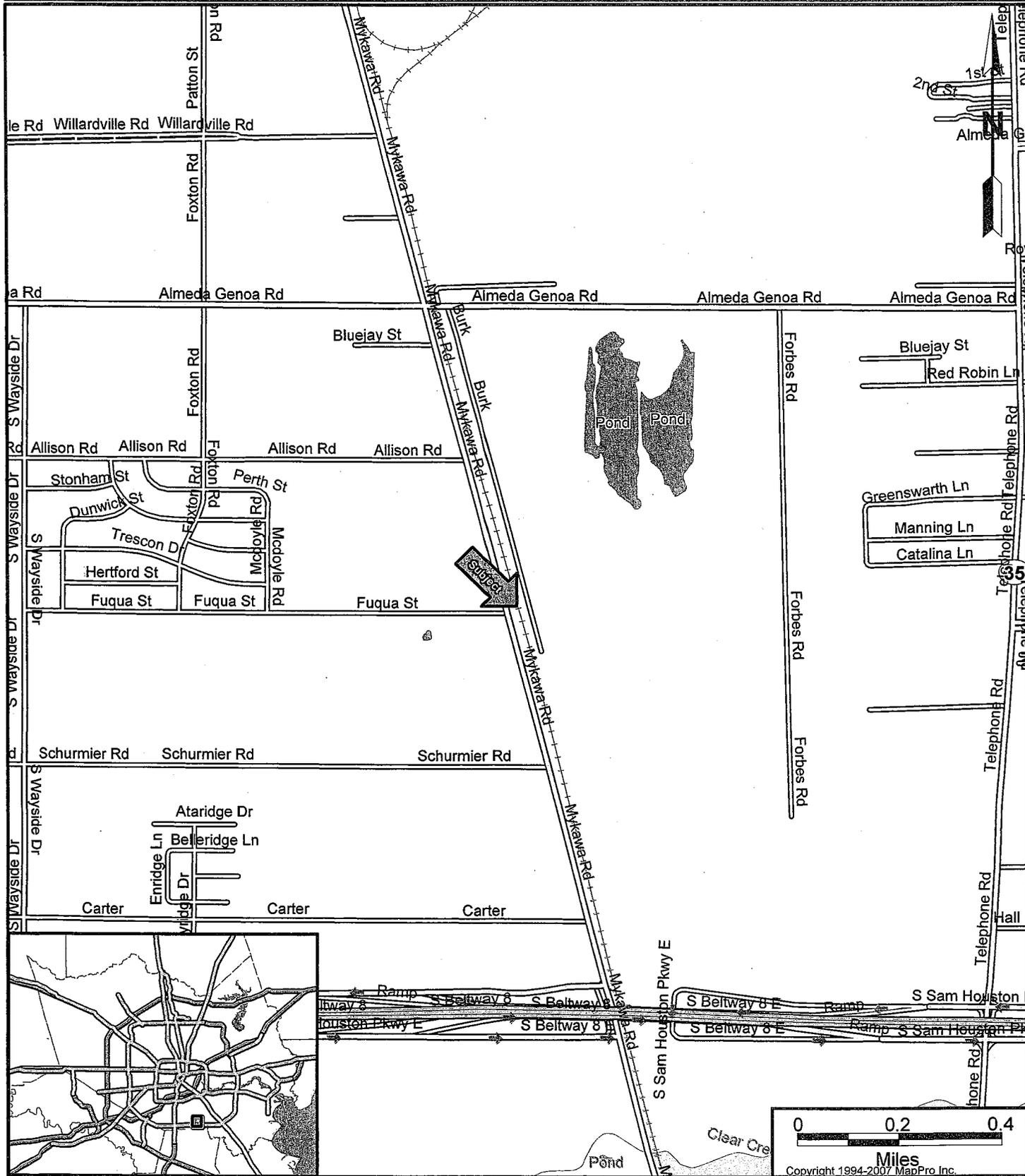
# LOCATION MAP

Description: FUQUA ROAD GRADE SEPARATION AT MYKAWA ROAD PROJECT

WBS N-00530B-0002-2; Parcel AY5-052

Subject Address: 6700 Block of Fuqua Road

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

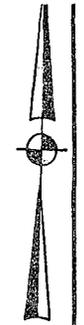


**CAUTION:**

The location of property arrows shown on this map are approximate only. 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.



SCALE 1"=100'



WILLIAM J. LOVETT SURVEY A-526

~~DATE~~ *MLC*

DATE: *12/2/104*

APPROVED: *[Signature]*

CHIEF SURVEYOR  
 Calculate 26.2 Acres  
 Gulf Colorado &  
 Santa Fe Railway Company  
 Vol. 426, Pg. 417  
 D.R.H.C.T.  
 July 10, 1919

Approximate East Line of the  
 W.J. Lovett Survey, A-526

Approximate West-Line of the  
 W.B. Walker Survey, A-857

N 88° 34' 47" E 2036.35'

6

25.00

ANV-052  
 N-0530-62-2  
 23264

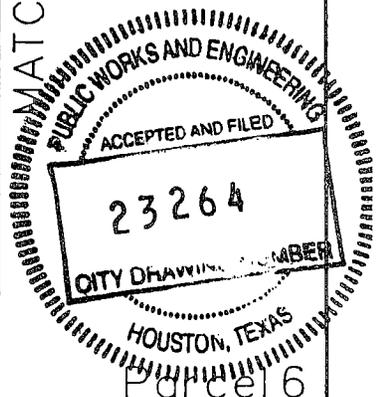
S 88° 34' 47" W 1988.44'

Set  
 Sta. 23+30.65  
 67.00' P.T.

Key Map 574 V+U  
 GRID-5551 B+D 1781

Called 6 Acres  
 Gulf, Colorado and Santa  
 Fe Railway Company  
 Vol. 3957, Pg. 554 D.R.H.C.T.  
 File No. B145701  
 O.P.R.R.P.H.C.T.  
 February 26, 1960

MATCHLINE STA. 30+00.00

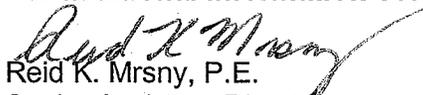


Sheet 2 of 4

<b>SUBJECT:</b> Additional Appropriation to Professional Engineering Services Contract between the City and SES Horizon Consulting Engineers, Inc. for Safe Sidewalk Program; W.B.S. No. N-00610A-00D0-3	Page 1 of 2	Agenda Item # <b>33</b>
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<b>From: (Department or other point of origin):</b>  Department of Public works and Engineering	<b>Origination Date</b>  3/6/08	<b>Agenda Date</b>  APR 09 2008
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<b>Director's Signature:</b>  Michael S. Marcotte, P.E. DEE	<b>Council District affected:</b> C, D, F, G <i>sa</i>
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<b>For additional information contact:</b>  Reid K. Mrsny, P.E. Senior Assistant Director (713) 837-0452	<b>Date and identification of prior authorizing Council action:</b>  Ordinance #: 2006-0254    Dated: 03-08-06
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**Recommendation: (Summary)**  
 Appropriate additional funds for Engineering Services Contract with SES Horizon Consulting Engineers, Inc.

**Amount and Source of Funding:** \$295,387.40 from Street and Bridge Consolidated Construction Fund No. 4506  
 Original (previous) appropriation of \$400,000.00 from Street and Bridge Consolidated Construction Fund No. 437.

**SPECIFIC EXPLANATION:**

**PROJECT NOTICE/JUSTIFICATION:** This program is part of a continuing effort by the City to construct sidewalks throughout the City of Houston to meet the needs of the citizens. The project provides for the design of approximately 111,038 linear feet of sidewalks in neighborhoods, adjacent to schools and along major thoroughfares.

**LOCATION:** This project is located in council districts C, D, F and G. The project is located in various Key Map Grids.

**PREVIOUS HISTORY AND SCOPE:** The City Council approved the original contract by ordinance No. 2006-0254 on March 08, 2006. Under the terms of the Contract, the consultant would prepare layouts and sketches, conduct feasibility analysis, develop detailed cost estimates for construction, and prepare preliminary plans and specifications for construction. Negotiations by this Department with the Consultant had resulted in an estimated Basic Design Fee of \$300,000.00. The Contract also included certain Additional Services to be paid as a lump sum and on a reimbursable basis. The Additional Services included surveying, storm water pollution prevention plans and traffic control plans which comprised the bulk of the funds. The total Additional Services Fee for this contract was \$50,000.00 and the total cost of the project was \$400,000.00 appropriated as follows: \$350,000.00 for Contract Services and \$50,000.00 for project management. Under this Contract, the Consultant completed Phase I – Preliminary Design: Preliminary Engineering Report for the six sidewalk projects.

**REQUIRED AUTHORIZATION** CUIC ID #20SIK01 NDT

<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
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**SUBJECT:** Additional Appropriation to Professional Engineering Services Contract between the City and SES Horizon Consulting Engineers, Inc. for Safe Sidewalk Program.  
W.B.S. No. N-00610A-00D0-3

**Originator's  
Initials**

*SL*

**Page  
1 of 2**

**SCOPE OF THIS SUPPLEMENT AND FEE:** Additional funds are needed to complete Phase II – Final Design services which were not budgeted. The requested additional appropriation will accomplish the following tasks: Basic Services for Phase II Final Design and Phase III – Construction Phase Services for the six sidewalk projects. The basic services for Phase II were negotiated on a lump sum basis after the completion of Phase I. The total cost of the project is \$295,387.40 to be appropriated as follows: \$262,076.00 for Contract Services and \$33,311.40 for project management.

**M/WBE INFORMATION:** The M/WBE goal established for this project is 24 %. The original Contract as approved by Ordinance No. 2006-0254 totals \$350,000.00. The consultant has been paid \$199,503.80 (57%) to date. Of this amount \$31,546.80 (15.81%) has been paid to M/WBE sub-consultants to date. Assuming approval of the requested additional appropriation the contract amount will increase to \$612,076.00. The contractor proposes the following plan to meet the M/WBE goal:

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Total Contract</u>
1. Prior MWBE Work		\$ 31,546.80	5.154%
2. Accessibility Check	Reg. Accessibility Specialist	\$ 4,000.00	0.653%
3. B&E Reprographics, Inc.	Reproduction	\$ 4,000.00	0.653%
4. United Engineers, Inc.	Surveying/CAD/Technical	\$ 129,300.00	21.125%
	<b>TOTAL</b>	<b>\$168,846.80</b>	<b>27.585%</b>

*MSM:DWK:RKM:MB:SK:mg*  
S:\design\A-NP-DIV\Kanul\RCA-Add. Appr. N-0610A-D0-3.doc

C: Marty Stein  
Daniel W. Krueger, P.E.  
Jeff Taylor  
Velma Laws  
Craig Foster  
File No. SB9257

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

**SUBJECT:** Additional Appropriation and First Amendment to Construction Contract  
Workman Commercial Construction Services, LTD.  
Clayton Library Renovation  
WBS No. E-000156-0001-4

Page  
1 of 2

Agenda  
Item  
**34**

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

**Origination Date**  
3/28/08

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE:** *[Signature]*  
Issa Z. Dadoush, P.E. 3/19/08

**Council District affected:**  
D

**For additional information contact:**  
Jacquelyn L. Nisby *[Signature]* Phone: 713-247-1814

**Date and identification of prior authorizing Council action:**  
Ordinance 07-0289, dated 03-07-07  
Ordinance 07-0555, dated 05-09-07

**RECOMMENDATION:** Appropriate additional funds and approve First Amendment to construction contract.

**Amount and Source of Funding:**  
\$572,700.00 Library Capital Project Fund (4018)  
\$372,300.00 Public Library Consolidated Construction Fund (4507)  
\$945,000.00 TOTAL  
  
**Previous Funding:** \$4,230,000.00 Library Capital Project Fund (4018)

**F&A Budget:** *MWS*  
*[Signatures]*

**SPECIFIC EXPLANATION:** The Clayton Family Buildings are located on the grounds of the Clayton Center for Genealogical Research. The buildings are in need of renovation and repair. The Clayton Family Foundations have agreed to provide funding for this project through the Clayton Library Friends, a not-for-profit local government corporation organized to enhance the collection and expand the facilities of the Clayton Center for Genealogical Research.

On March 7, 2007, City Council approved a Renovation Agreement with Clayton Library Friends (CLF) for construction administration services in connection with the renovation and repair of the Clayton Family Buildings. Under the Agreement, CLF agreed to transfer private funding in the amount of \$5,472,700.00 into the Library Capital Project Fund referenced above.

On May 9, 2007, City Council awarded the construction contract to Workman Commercial Construction Services, LTD. and appropriated \$4,230,000.00 for FY07 construction costs with a balance of \$703,000.00 to be appropriated in FY08 pending receipt of the funds from CLF. CLF has provided \$572,700.00 of the remaining FY08 construction costs. CLF is continuing their fund raising efforts and have not transferred the balance of funds to the City. Therefore, it is recommended that City Council appropriate \$372,300.00 out of the Public Library Consolidated Construction Fund to complete the project and avoid delays. CLF remains obligated to fully fund design and construction costs.

The contract was awarded with a 10% contingency to address unforeseen conditions associated with the renovation and repair of the Clayton Family Buildings. However, due to a multitude of unforeseen conditions and the costs associated with time delays, an additional contingency amount is required to complete the renovation. The General Services Department recommends that City Council approve a First Amendment to the construction contract with Workman Commercial Construction Services, LTD. to increase the director's authority to approve Change Orders up to 15% of the original contract price, and appropriate additional funds for the project.

This First Amendment is necessary to address the following unforeseen conditions:

- Structural foundation deterioration;
- Hazardous materials abatement; and
- Associated project delays.

**PROJECT LOCATION:** Clayton Library  
5300 Caroline (493W)

**REQUIRED AUTHORIZATION** CUIC ID # 25CONS30 **NDT**

**General Services Department:**  
*[Signature]*  
Phil Golembiewski, P.E.  
Chief of Design and Construction Division

**Houston Public Library:**  
*[Signature]*  
Rhea Brown Lawson, Ph. D.  
Director

Date	<b>SUBJECT:</b> Additional Appropriation and First Amendment to Construction Contract Workman Commercial Construction Services, LTD. Clayton Library Renovation WBS No. E-000156-0001-4	<b>Originator's Initials</b>  JBW	<b>Page</b>  2 of 2
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**PROJECT DESCRIPTION:** The Clayton Library Center for Genealogical Research is a part of the Houston Public Library system. The Clayton Family Buildings were donated to the City and consist of the main house, the guesthouse and the carriage house. The three buildings have been used as a library, office and storage areas for the Clayton Library Center since 1968. The project will renovate the three buildings to include work on the structure, brickwork, roofs, and internal millwork. The scope of work includes new mechanical, electrical, plumbing, and elevator systems to the main house. Windows and millwork of the main house will be salvaged and new millwork will match existing profiles. The main house will serve as stacks and reading rooms. The guesthouse will be renovated to serve as a training room on the first floor and offices on the second floor. The carriage house will serve as a meeting room for the Center.

**FUNDING SUMMARY FY 07:**

\$ 3,737,000.00	Construction Contract Services
\$ <u>444,000.00</u>	10% Contingency
<b>\$ 4,181,000.00</b>	<b>Total Contract Services</b>
\$ 24,000.00	Engineering/ Material Testing
\$ <u>25,000.00</u>	Environmental Consulting Services
<b>\$ 4,230,000.00</b>	<b>Total Appropriation</b>

**FUNDING SUMMARY FY 08:**

\$ 703,000.00	Construction Contract Services
\$ <u>222,000.00</u>	5% Contingency
<b>\$ 925,000.00</b>	<b>Total Contract Services</b>
\$ 45,000.00	Architectural Services
\$ <u>(25,000.00)</u>	Reallocation of Cash Allowance
<b>\$ 945,000.00</b>	<b>Total Appropriation</b>

**COMBINED FUNDING SUMMARY FY07 & FY08**

**\$ 5,175,000.00 Total Combined Appropriation**

The requested appropriation will fully fund the remaining construction costs of \$703,000, fund the amount of \$197,000 of the additional contingency amount and provide for additional design costs of \$45,000 under the existing contract with Glassman Shoemaker Maldonado Architects, Inc. The reallocation of \$25,000 from the unused portion of the environmental cash allowance will be used to fund the balance of the contingency.

**CONSTRUCTION GOALS:** An M/WBE goal of 15% and SBE goal of 5% have been established for this contract. To date the contractor has utilized its subcontractors to achieve 11.69% M/WBE participation and 2.61% SBE participation. It is anticipated the contractor will achieve its goals by the completion of the contract.

  
 IZD:PJC:JLN:MCP:Jb

c : Marty Stein, Issa Z. Dadoush P.E., Wendy Teas Heger AIA, Rhea Brown Lawson, Ph.D., Jacquelyn L. Nisby, Joseph Kurian, James Tillman IV, File



**William L. Clayton Home, Guest House  
and Carriage House  
5300 Caroline, Houston, TX**

**COUNCIL DISTRICT "D"**

**KEYMAP No. 493W**

TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

R

<b>SUBJECT:</b> First Amendment to Professional Architectural Services Contract Natalye Appel + Associates Architects LLC Library ADA Renovations WBS No. E-000157-0002-3	<b>Page</b> 1 of 1	<b>Agenda Item</b> 35
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<b>FROM (Department or other point of origin):</b> General Services Department	<b>Origination Date</b> 4/2/08	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b> Issa Z. Dadoush, P.E. <i>Issa Z. Dadoush</i> 2/19/08	<b>Council District(s) affected:</b> A,B,G,I
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<b>For additional information contact:</b> Jacquelyn L. Nisby <i>JLN</i> Phone: 713-247-1814	<b>Date and identification of prior authorizing Council action:</b> Ordinance 2007-553; Dated May 9, 2007
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**RECOMMENDATION:** Approve First Amendment to professional architectural services contract.

<b>Amount and Source of Funding:</b> No Additional Funding Required	<b>F &amp; A Budget:</b>
<b>Previous Funding:</b> \$221,444.44 Public Library Consolidated Construction Fund (4507)	

**SPECIFIC EXPLANATION:** The General Services Department recommends that City Council approve a First Amendment to the professional architectural services contract with Natalye Appel + Associates Architects LLC, to delete the J.S. Bracewell Library scope of work from the contract and reallocate the funds in the amount of \$21,000.00 from Basic Services to Additional Services. Construction of a new replacement facility for the Bracewell Library is scheduled for FY2009.

**PROJECT LOCATIONS:**

<u>Branch Library</u>	<u>Address</u>	<u>Map</u>	<u>District</u>
Mrs. Amanda E. Dixon	8002 Hirsch	454K	B
J. Frank Jungman	5830 Westheimer	491T	G
Lucile Yvonne Melcher	7200 Keller	535E	I
Elizabeth L. Ring	8835 Long Point	450V	A

**PROJECT DESCRIPTION:** This project will bring all four library facilities in compliance with the Americans with Disabilities Act (ADA).

**PREVIOUS HISTORY AND PROJECT SCOPE:** The original contract, approved by City Council on May 9, 2007, Ordinance No. 2007-553, provided for architectural and engineering services to correct all accessibility violations at five branch libraries in accordance with the Americans with Disabilities Act.

**M/WBE INFORMATION:** The original contract has a 24% M/WBE goal. To date, the consultant has achieved 41% participation in Phase I of design. It is anticipated the consultant will achieve its M/WBE goal by the completion of the contract.

IZD:PJC:JLN:JT:RAV:VTN:vtn

C: Marty Stein, Wendy Teas Heger, AIA, Joseph Kurian, File E-000157-0002-3/507

<b>REQUIRED AUTHORIZATION</b>		CUIC ID # 25DSGN03
<b>General Services Department:</b> <i>Phil Golembewski</i> Phil Golembewski, P.E. Chief of Design & Construction Division	<b>Houston Public Library:</b> <i>Rhea Brown Lawson</i> Rhea Brown Lawson, Ph.D. Director	

<b>SUBJECT:</b> Professional Engineering Services Contract between the City and Ratnala and Bahl, Inc. for North Corridor Consolidation Plan, Package 2B. W.B.S. No. R-000536-0015-3.	Page 1 of 2	Agenda Item #  <b>36</b>
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<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 09 2008
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<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE	<b>Council District affected:</b>  B
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<b>For additional information contact:</b>  Reid K. Mrsny, P.E. Phone: (713) 837-0452 Senior Assistant Director	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION: (Summary)**

Approve Engineering Services Contract with Ratnala and Bahl, Inc. and appropriate funds.

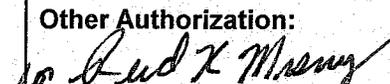
**Amount and Source of Funding:**  
\$860,171.00 From Water and Sewer System Consolidated Construction Fund No. 8500. *Per the 12/18/07*

**DESCRIPTION/SCOPE:** This project is part of the City's program to implement a consolidation plan for the wastewater treatment plant facilities located in the north central area. This project consists of the design of a 54-inch sanitary sewer beginning at the intersection of Hardy Airport Connector Corridor and the HCFCD - Ditch No. P155-00-00, then west along Hardy Airport Connector Corridor and ending at Greens Road.

**LOCATION:** The project area is generally bound by Rankin Road on the north, Greens Road on the south, Hardy Toll Road on the east and the Aldine-Westfield Road on the west. The project is located in Key Map Grids 373P, 373K and 373L.

**SCOPE OF CONTRACT AND FEE:** 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 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 \$54,955.00. The total Basic Services appropriation is \$516,360.00.

The Contract also includes certain Additional Services to be paid either as lump sum or on a reimbursable basis. The Additional Services include surveying services, existing conditions survey and analyses, geotechnical investigations, environmental site assessments, tree protection plan, traffic control plans, storm water pollution prevention plans, reproduction services, drug testing and compliance and technical review committee meetings. The total Additional Services appropriation is \$265,614.00.

<b>REQUIRED AUTHORIZATION</b> <span style="float: right;">CUIC# 20AKH11</span> <span style="float: right;">MDT</span>		
<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 Ratnala and Bahl, Inc. for North Corridor Consolidation Plan, Package 2B. W.B.S. No. R-000536-0015-3.	<b>Originator's Initials</b> <i>CDH</i>	<b>Page</b> 2 of 2
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The total cost of this project is \$860,171.00 to be appropriated as follows: \$781,974.00 for Contract services and \$78,197.00 for project management.

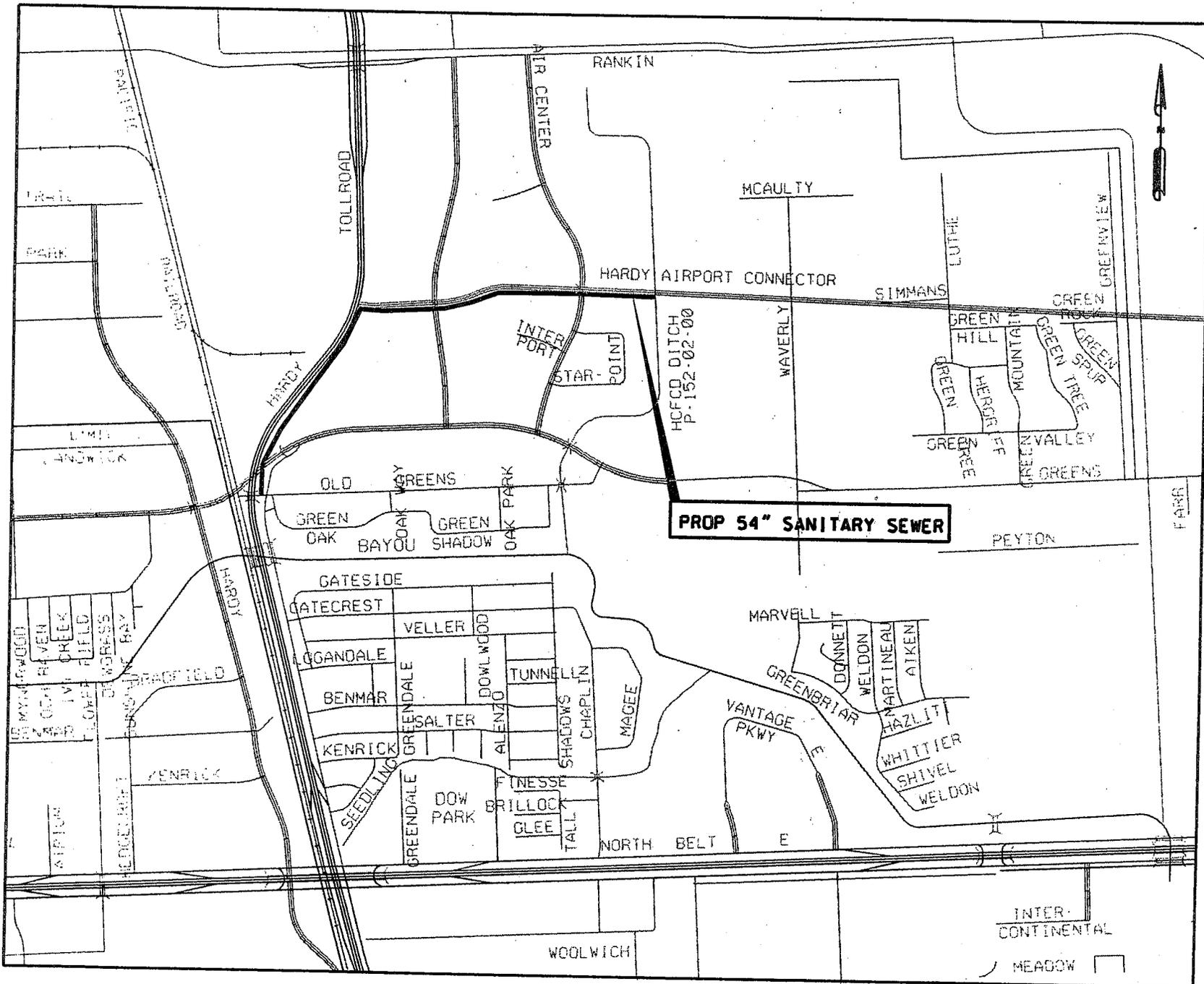
**M/WBE INFORMATION:** The M/WBE goal for the project is set at 24%. The Consultant has proposed the following firms to achieve this goal.

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. CivilTech Engineering, Inc.	Engineering Services	\$61,000.00	07.80%
2. Aviles Engineering Corporation	ESA & Geotechnical Engg. Services	\$57,100.00	07.30%
3. E Graphics	Reprographics Services	\$26,000.00	03.32%
4. Western Group Consultants	Surveying Services	<u>\$43,650.00</u>	<u>05.58%</u>
<b>TOTAL:</b>		<b>\$187,750.00</b>	<b>24.00%</b>

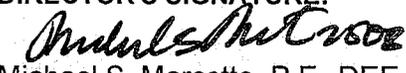
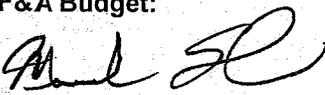
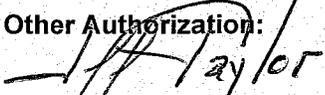
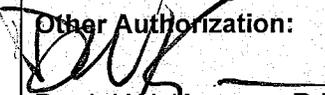


MSM:DWK:RKM:EN:AKH:plm

- c: Marty Stein  
 Susan Bandy  
 Velma Laws  
 Michael Ho, P.E.  
 Craig Foster  
 File No. R-0536-15-2 (1.2)



**VICINITY MAP**  
 N.T.S  
 KEY MAP: 373P.K.L

<b>SUBJECT:</b> Professional Engineering Services Contract between the City and Arcadis US, Inc. for Northside Sewer Relief Tunnel Evaluation. WBS No. R-002003-0004-3.		Page 1 of 2	Agenda Item # <b>37</b>
<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering		<b>Origination Date</b>	<b>Agenda Date</b> APR 09 2008
<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE		<b>Council District affected:</b> A, B, H MS for GK	
<b>For additional information contact:</b>  Reid K. Mrsny, P.E. Phone: (713)837-0452 Senior Assistant Director		<b>Date and identification of prior authorizing Council action:</b>	
<b>RECOMMENDATION: (Summary)</b> Approve Engineering Services Contract with Arcadis US, Inc. and appropriate funds.			
<b>Amount and Source of Funding:</b> \$520,000.00 from the Water and Sewer System Consolidated Construction Fund No. 8500. <i>PK/MS 2/24/08</i>			
<b>DESCRIPTION/SCOPE:</b> This project is part of the Evaluation of the Northside Sewer Relief Tunnel (NSRT). This project consists of the condition assessment and development of a feasible and comprehensive plan for the rehabilitation and/ or replacement options of the existing NSRT.			
<b>LOCATION:</b> The project area is generally bound by Crosstimbers on the north, Buffalo Bayou on the south, Wayside on the east and T. C. Jester on the west. The project is located in Key MapPages 452, 453, 493 & 494.			
<b>SCOPE OF CONTRACT AND FEE:</b> Under the scope of the contract, the Consultant will perform only Phase I - Preliminary Design and Additional Services. Basic Services Fee for Phase I is based on the cost of time and materials with a not-to-exceed agreed upon amount. The negotiated maximum for Phase I Basic Services is \$382,000.00. There will be no Phase II- Final Design or Phase III- Construction Phase Services for this project after the completion of Phase I. The total Basic Services appropriation is \$382,000.00.  The contract also includes certain Additional Services to be paid either as lump sum or on a reimbursable basis. The Additional Services include surveying, geotechnical investigation, traffic control study and reproduction. The total Additional Services appropriation is \$87,940.00.			
<b>REQUIRED AUTHORIZATION</b>		<b>CUIC# 20GK54</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	

The total cost of this project is \$520,000.00 to be appropriated as follows: \$469,940.00 for Contract services and \$50,060.00 for project management.

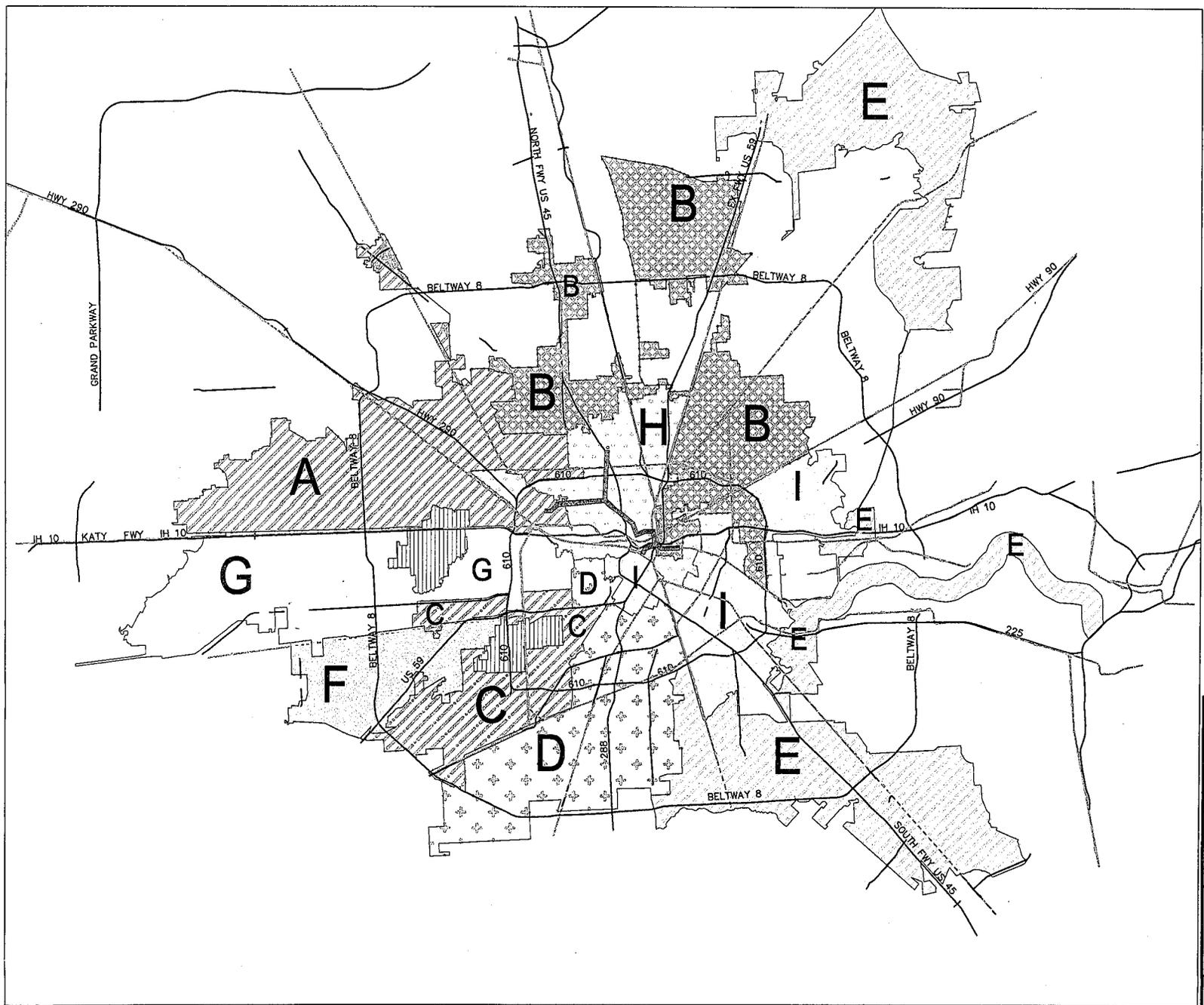
**M/WBE INFORMATION:** The M/WBE goal for the project is set at 24%. The Consultant has proposed the following firms to achieve this goal.

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. Landtech Consultants, Inc.	Survey/ Topography	\$ 9,400.00	2.00%
2. B&E Reprographics, Inc.	Reproduction Services	\$ 9,500.00	2.02%
3. Associated Testing Laboratories, Inc.	Geotechnical Services	\$18,800.00	4.00%
4. Infrastructure Associates, Inc.	Rehab Evaluation, Constructability Review	\$46,994.00	10.00%
5. Gunda Corporation, Inc.	Evaluation Support, Hydraulics	\$28,196.00	6.00%
<b>TOTAL</b>		<b>\$112,890.00</b>	<b>24.02%</b>

*DL BLM/EN/GEMS*  
MSM:DWK:RKM:EN:GK:MS:pa

c: Marty Stein  
Susan Bandy  
Velma Laws  
Michael Ho, P.E.  
Craig Foster  
File No. R-2003-04-2 (1.2)

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING  
ENGINEERING & CONSTRUCTION DIVISION



Not to Scale

— LIMITS OF NSRT



11480 Westheimer  
Suite 600  
Houston, TX 77077  
Tel: 281-497-6900 Fax: 281-498-2935  
www.arcadis-us.com

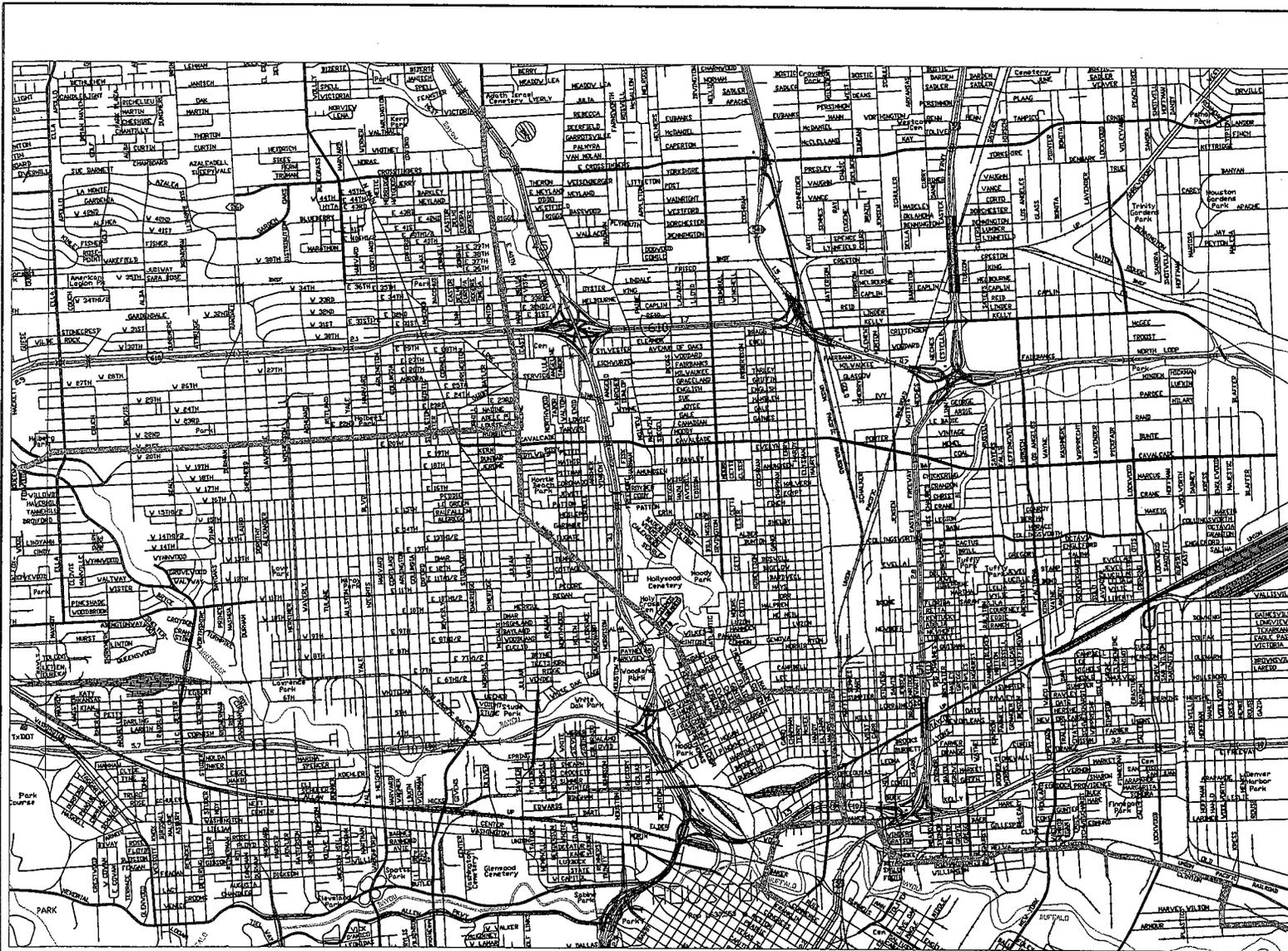


CITY OF HOUSTON

NORTHSIDE SEWER RELIEF  
TUNNEL EVALUATION  
WBS NO.: R-002003-0004-3

CITY COUNCIL DISTRICT MAP

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING  
ENGINEERING & CONSTRUCTION DIVISION



Not to Scale

--- LIMITS OF NSRT



11480 Stebbins  
Suite 600  
Houston, TX 77077  
Tel: 281-497-6900 Fax: 281-496-2936  
www.arcadis-us.com



CITY OF HOUSTON

NORTHSIDE SEWER RELIEF  
TUNNEL EVALUATION  
WBS NO.: R-002003-0004-3

VICINITY MAP

**SUBJECT:** Award Construction Contract  
 Pyramid Constructors, L.L.P.  
 Renovation of Magnolia Health and Multi-Service Center  
 WBS No. D-000080-0001-4

Page  
1 of 2

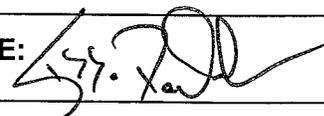
Agenda  
Item  
**38**

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

**Origination Date**  
3.27.08

**Agenda Date**  
APR 09 2008

**DIRECTOR'S SIGNATURE:**  
 Issa Z. Dadoush, P.E.



**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**

\$ 3,053,000.00 Federal Government – Grant Funded (5000) CDBG  
 \$ 1,381,500.00 Public Health Consolidated Construction Fund (4508)  
**\$ 4,434,500.00 Total Funding**

**F&A Budget:** MWS



**SPECIFIC EXPLANATION:** The General Services Department (GSD) recommends that City Council award a construction contract to Pyramid Constructors, L.L.P. on the low bid amount of \$3,874,200.00 to provide construction services for the Renovation of Magnolia Health and Multi-Service Center for the Department of Health and Human Services (DHHS). GSD is requesting a 10% contingency to address unforeseen conditions that are typically inherent in the renovation of aged facilities.

**PROJECT LOCATION:** 7037 Capitol Street (494Z)

**PROJECT DESCRIPTION:** This facility was originally constructed in 1988. Since that time, the mechanical, plumbing, and electrical systems have deteriorated substantially. The community is outgrowing the facility and interior expansion of the Senior Citizen area is needed. The scope of work consists of a new roof, plumbing replacement, HVAC replacement including replacement of all ductwork, electrical system upgrades, installation of a new fire alarm and sprinkler system, building code and ADA updates, and reconfiguration of interior spaces to gain better utilization of the building.

The contract duration for this project is 530 calendar days. The design consultant for this project is Kirksey.

**BIDS:** The following nine bids were received on January 10, 2008:

<u>Bidder</u>	<u>Total Bid Amount</u>
1. Pyramid Constructors, L.L.P.	\$ 3,874,200.00
2. Comex Corporation	\$ 4,290,062.00
3. The Gee Cee Company, Inc.	NON RESPONSIVE
4. Meridian Commercial, L.P.	\$ 4,392,341.00
5. Carrera Construction, Inc.	\$ 4,493,038.00
6. South Coast Construction Services, Inc.	\$ 4,500,973.00
7. State Construction, Inc.	\$ 4,510,400.00
8. Times Construction, Inc.	\$ 4,605,200.00
9. The Gonzalez Group, LP.	\$ 4,814,874.00

**REQUIRED AUTHORIZATION**

CUIC ID # 25CONS28

**General Services Department:**

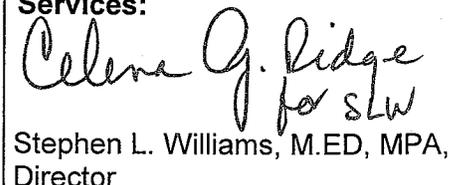
**Housing and Community Development Department:**

**Department of Health and Human Services:**



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

Richard Celli  
 Director

Stephen L. Williams, M.ED, MPA,  
 Director

Date	<b>SUBJECT:</b> Award Construction Contract Pyramid Constructors, L.L.P. Renovation of Magnolia Health and Multi-Service Center WBS No. D-000080-0001-4	<b>Originator's</b>  <b>Initials</b>  LJC	<b>Page</b>  2 of 2
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**AWARD:** It is recommended that City Council award the construction contract to Pyramid Constructors, L.L.P. and appropriate/allocate funds for the project, including \$97,000.00 for construction management services under the existing contract with Kirksey and \$8,081.50 for engineering testing services under the existing contract with QC Laboratories, Inc.

**FUNDING SUMMARY:**

3,874,200.00	Construction Contract Services
<u>387,420.00</u>	10% Contingency
<b>\$ 4,261,620.00</b>	<b>Total Contract Services</b>
8,081.50	Engineering Testing
97,000.00	Construction Management
<u>67,798.50</u>	Civic Art (1.75%)
<b>\$ 4,434,500.00</b>	<b>Total Funding</b>

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

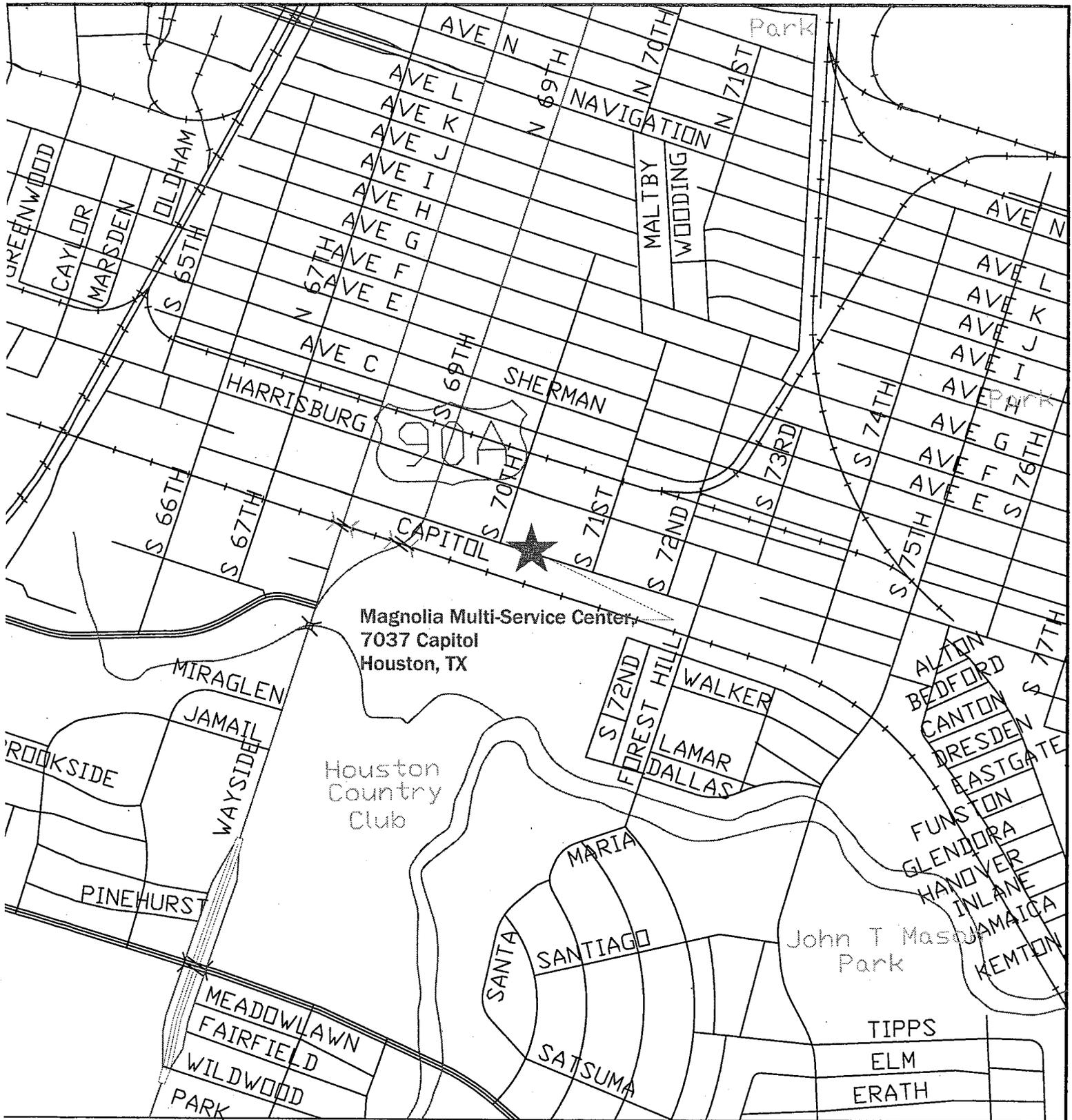
<u>Firm (MBE)</u>	<u>Scope of Work</u>	<u>Amount</u>	<u>% of Contract</u>
Houston Electrical Concepts	Electrical	482,000.00	12.44%
Griffin Moving Services, Inc.	Movers	44,262.00	1.14%
Interstate Companies, Inc.	HVAC	<u>820,000.00</u>	<u>21.17%</u>
<b>TOTAL</b>		<b>\$ 1,346,262.00</b>	<b>34.75%</b>

<u>Firm (WBE)</u>	<u>Scope of Work</u>	<u>Amount</u>	<u>% of Contract</u>
MEK Interiors & Floors, Inc.	Flooring	75,200.00	1.94%
Chavez Services Companies, Inc.	Drywall	<u>161,487.00</u>	<u>4.17%</u>
<b>TOTAL</b>		<b>\$ 236,687.00</b>	<b>6.11%</b>

<u>Firm (SBE)</u>	<u>Scope of Work</u>	<u>Amount</u>	<u>% of Contract</u>
A & L Services, Inc.	Plumbing	<b>213,000.00</b>	<b>5.50%</b>

IZD:JLN:RAV:JT:LJC:lc

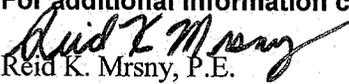
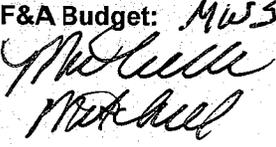
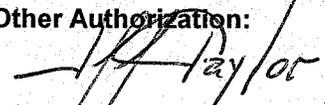
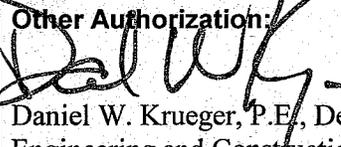
c: Marty Stein, Fred Maier, Velma Laws, Joseph Kurian, Kim Nguyen, Sydney Igleheart, Laura Ortiz, Gayve Anklesaria, Gabriel Mussio



Renovation of:

# Magnolia Health & Multi-Service Center

## 7037 Capitol, Houston Texas

<b>SUBJECT:</b> Contract Award for Water Line Replacement in the Greensboro Area. WBS No. S-000035-00E5-4		Page 1 of 2	Agenda Item # <b>39</b>																		
<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b>  4/3/08	<b>Agenda Date</b>  APR 09 2008																			
<b>DIRECTOR'S SIGNATURE:</b>   Michael S. Marcotte, P.E., DEE, Director	<b>Council District affected:</b>  D. <span style="float: right;">AV</span>																				
<b>For additional information contact:</b>   Reid K. Mersny, P.E. Phone: (713) 837-0452 Senior Assistant Director	<b>Date and identification of prior authorizing Council action:</b>																				
<b>RECOMMENDATION:</b> Accept low bid, award construction contract and appropriate funds.																					
<b>Amount and Source of Funding:</b> \$1,659,000.00 Water and Sewer System Consolidated Construction Fund No. 8500 <span style="float: right;">Bretta 03/04/08</span>																					
<b>PROJECT NOTICE/JUSTIFICATION:</b> This project is part of the City's Water Line Replacement Program. This program is required to replace and upgrade water lines within the City to increase availability of water, improve circulation and fire protection.																					
<b>DESCRIPTION/SCOPE:</b> This project consists of approximately 184 linear feet of 12-inch, 19,775 linear feet of 8-inch, 134 linear feet of 6-inch and 879 linear feet of 4-inch diameter water lines, valves, and appurtenances. The contract duration for this project is 200 calendar days. This project was designed by Othon, Inc.																					
<b>LOCATION:</b> The project area is generally bound by Camden on the north, Dupree on the south, Ardmore on the east and Alameda on the west. The project is located in Key Map Grids 533F and 533K.																					
<b>BIDS:</b> Bids were received on January 10, 2008. The eight (8) bids are as follows:																					
<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Bidder</u></th> <th style="text-align: right;"><u>Bid Amount</u></th> </tr> </thead> <tbody> <tr> <td>1. McKinney Construction, Inc.</td> <td style="text-align: right;">\$1,431,442.64</td> </tr> <tr> <td>2. D. L. Elliott Enterprises, Inc.</td> <td style="text-align: right;">\$1,561,730.89</td> </tr> <tr> <td>3. Reliance Construction Services, L.P.</td> <td style="text-align: right;">\$1,608,482.45</td> </tr> <tr> <td>4. Resicom, Inc.</td> <td style="text-align: right;">\$1,634,930.70</td> </tr> <tr> <td>5. Pace Services, L.P.</td> <td style="text-align: right;">\$1,758,986.00</td> </tr> <tr> <td>6. C. E. Barker, LTD.</td> <td style="text-align: right;">\$1,759,143.08</td> </tr> <tr> <td>7. Mar-Con Services, LLC</td> <td style="text-align: right;">\$1,783,193.20</td> </tr> <tr> <td>8. R. K. Wheaton, Inc.</td> <td style="text-align: right;">\$2,013,082.00</td> </tr> </tbody> </table>				<u>Bidder</u>	<u>Bid Amount</u>	1. McKinney Construction, Inc.	\$1,431,442.64	2. D. L. Elliott Enterprises, Inc.	\$1,561,730.89	3. Reliance Construction Services, L.P.	\$1,608,482.45	4. Resicom, Inc.	\$1,634,930.70	5. Pace Services, L.P.	\$1,758,986.00	6. C. E. Barker, LTD.	\$1,759,143.08	7. Mar-Con Services, LLC	\$1,783,193.20	8. R. K. Wheaton, Inc.	\$2,013,082.00
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<b>REQUIRED AUTHORIZATION</b>		<b>CUIC ID #20AV30</b>																			
<b>F&amp;A Budget:</b> MWS 	<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	NOT																		

<b>Date</b>	<b>Subject:</b> Contract Award for Water Line Replacement in the Greensboro Area. WBS No. S-000035-00E5-4	<b>Originator's Initials</b> <i>AV</i>	<b>Page</b> <u>2</u> of <u>2</u>
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**AWARD:** It is recommended that this construction contract be awarded to McKinney Construction, Inc. with a low bid of \$1,431,442.64

**PROJECT COST:** The total cost of this project is \$1,659,000.00 to be appropriated as follows:

•	Bid Amount	\$1,431,442.64
•	Contingencies	\$71,572.13
•	Engineering and Testing Services	\$70,000.00
•	Project Management	\$85,985.23

Engineering and Testing Services will be provided by Aviles Engineering Corporation under a previously approved contract.

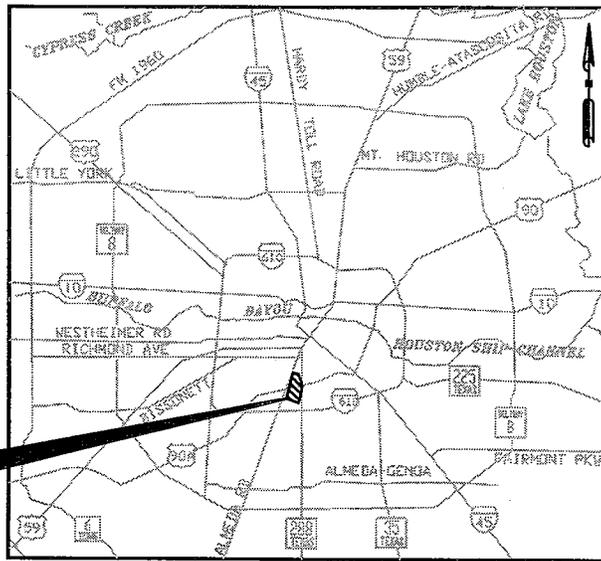
**M/WBE PARTICIPATION:** The low bidder has submitted the following proposed MBE participation of 14%, WBE participation of 5% and SBE participation of 3% to satisfy the goal for this project.

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
R. B. Landscape	Site Restoration	\$192,401.96	13.44%
Work Zone Products, Inc.	Traffic Control	\$8,000.00	0.56%
	<b>MBE Subtotal</b>	<b>\$200,401.96</b>	<b>14.00%</b>
Municipal Marketing Systems, Inc.	Pipe Fittings, Fire Hydrants	\$71,572.13	5.00%
	<b>WBE Subtotal</b>	<b>\$71,572.13</b>	<b>5.00%</b>
Miranda Trucking & Services	Trucking	\$42,943.27	3.00%
	<b>SBE Subtotal</b>	<b>\$42,943.26</b>	<b>3.00%</b>
	<b>TOTAL</b>	<b>\$314,917.35</b>	<b>22.00%</b>

*RKM:MS AV hat*  
MSM:DWK:RKM:HH:AV:itj

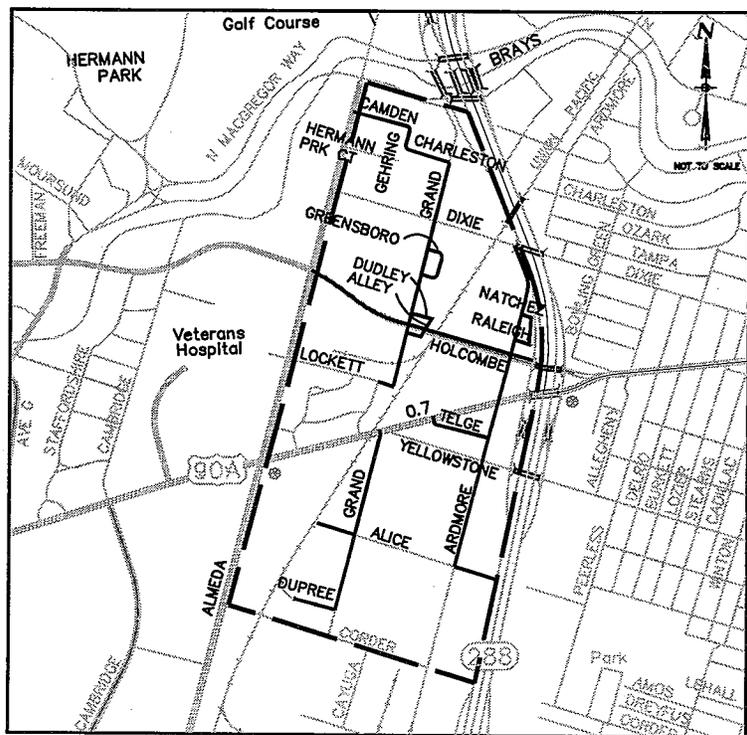
S:\design\A-WS-DIV\WPDATA\AVI\2005 Projects\RCA's\RCA(Const.) Greensboro Area.doc

**c:** Marty Stein  
Velma Laws  
Susan Bandy  
Michael Ho, P.E.  
Craig Foster  
File - S-000035-00E5-4 (3.7)



PROJECT LOCATION

LOCATION MAP



VICINITY MAP

KEY MAP NO 533 F,K  
GIMS MAP NO. 5354 B, 5355 D, & 5355 B

**OTHON**  
OTHON, INC., CONSULTING ENGINEERS  
Civil, Transportation, Environmental, CM  
11111 Wilcrest Green Drive, Suite 128  
Houston, Texas 77042

WATER LINE REPLACEMENT IN  
THE GREENSBORO AREA

VICINITY AND LOCATION MAP

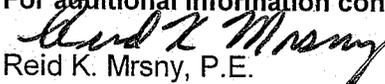
EXHIBIT NO.

1

<b>SUBJECT:</b> Contract Award for Water Line Replacement in Wrenwood Subdivision. WBS No. S-000801-0017-4	Page 1 of <u>2</u>	Agenda Item # <b>40</b>
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<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 09 2008
--	--	---------------------------------------

<b>DIRECTOR'S SIGNATURE:</b>   Michael S. Marcotte, P.E., DEE, Director	<b>Council District affected:</b> A MS
--	---

<b>For additional information contact:</b>  Reid K. Mrsny, P.E. Phone: (713) 837-0452 Senior Assistant Director	<b>Date and identification of prior authorizing Council action:</b>
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**RECOMMENDATION:**  
Accept low bid, award construction contract and appropriate funds.

**Amount and Source of Funding:**  
\$1,050,700.00 Water and Sewer System Consolidated Construction Fund No. 8500 *sk*

**PROJECT NOTICE/JUSTIFICATION:** This project is part of the City's Water Line Replacement Program. This program is required to replace and upgrade water lines within the City to increase circulation and availability of water.

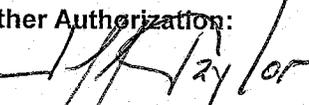
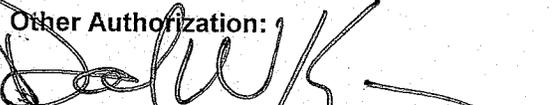
**DESCRIPTION/SCOPE:** This project consists of the construction of approximately 50 linear feet of 6-inch, 4,300 linear feet of 8-inch and 10,300 linear feet of 12-inch water lines with all related appurtenances in Wrenwood Subdivision. The contract duration for this project is 180 calendar days. This project was designed by Sander Engineering Corporation.

**LOCATION:** This project area is generally bound by Hammerly on the north, Day on the south, Brittmoore on the east and Wycliff on the west. This project is located in Key Map Grid 449 P, Q & X.

**BIDS:** Bids were received on January 24, 2008. The nine (9) bids are as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Collins Construction, LLC	\$910,518.00
2. D. L. Elliott Enterprises, Inc.	\$961,308.00
3. R. K. Wheaton, Inc.	\$963,523.00
4. C.E.Barker, Ltd.	\$991,120.49
5. Mar-Con Services, L.L.C.	\$1,163,917.50
6. Big State Excavation, Inc.	\$1,249,860.00
7. Metro City Construction, L.P.	\$1,265,192.20
8. Resicom, Inc.	\$1,307,797.00
9. Pace Services, L.P.	\$1,538,127.00

**REQUIRED AUTHORIZATION** CUIC ID #20MB90 NDT

F&A Budget: <i>MWS</i>  	Other Authorization:  Jeff Taylor, Deputy Director Public Utilities Division	Other Authorization:  Daniel W. Krueger, P.E., Deputy Director Engineering and Construction Division
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<b>Date</b>	<b>Subject:</b> Contract Award for Water Line Replacement in Wrenwood Subdivision. WBS No. S-000801-0017-4	<b>Originator's Initials</b> <i>ms</i>	<b>Page</b> <u>2</u> of <u>2</u>
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**AWARD:** It is recommended that this construction contract be awarded to Collins Construction, LLC with a low bid of \$910,518.00.

**PROJECT COST:** The total cost of this project is \$1,050,700.00 to be appropriated as follows:

•	Bid Amount	\$910,518.00
•	Contingencies	\$45,525.90
•	Engineering and Testing Services	\$40,000.00
•	Project Management	\$54,656.10

Engineering and Testing Services will be provided by Coastal Testing Laboratories, Inc. under a previously approved contract.

**M/WBE PARTICIPATION:** No M/WBE goal has been established for this project.

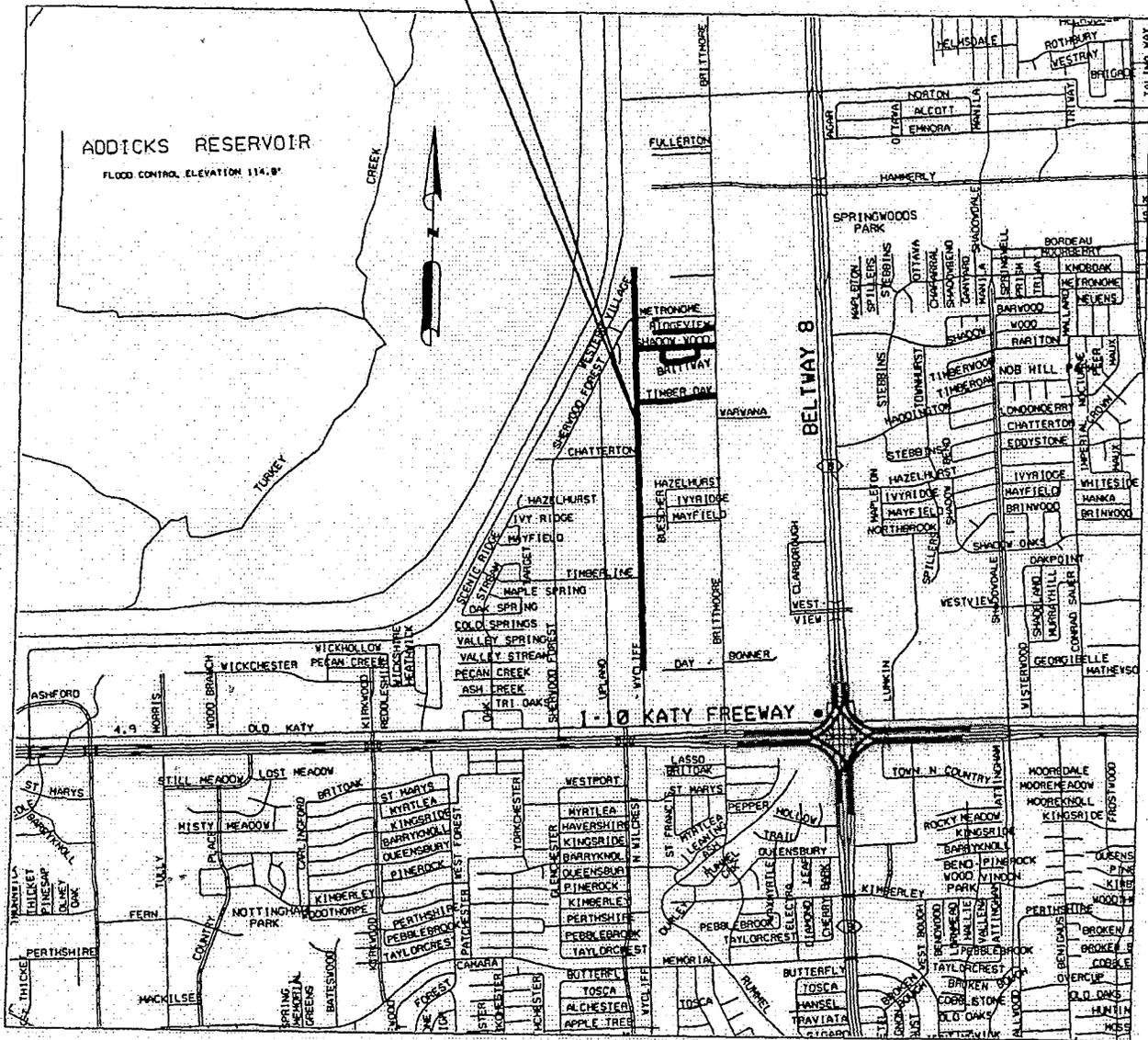
All known rights-of-way, easements and/or right-of-entry required for the project have been acquired.

*ms mb*  
MSM:DWK:RKM:HH:MB:itj

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- c:** Marty Stein  
Velma Laws  
Susan Bandy  
Michael Ho, P.E.  
Craig Foster  
File Number S-000801-0017-3 (3.7)

PROJECT  
LOCATION



VICINITY MAP

WBS Number S-000801-0017-4

WATER LINE IMPROVEMENTS IN THE  
WRENWOOD AREA  
ON-CALL ENGINEERING SERVICES  
WORK ORDER NO. 45

EXHIBIT 2

**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#

*3<sup>rd</sup> Reading* 23-24 62-63

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

Alfred J. Moran, Director  
Administration & Regulatory Affairs

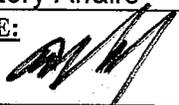
Origination Date  
March 7, 2008

41-42

Agenda Date

~~MAR 28 2008~~

**DIRECTOR'S SIGNATURE:**



Council Districts affected:

~~APR 02 2008~~

ALL

APR 09 2008

**For additional information contact:**

Juan Olguin *JO* Phone: (713) 837- 9623  
Tina Paez *TP* 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 & A Budget:**

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

**SPECIFIC EXPLANATION:**

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

1. CleanServe, Inc.
2. Troy Construction, LLC

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:**

TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Motion establishing a public hearing date for amendments to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Ten (Lake Houston Zone).	<b>Category</b> # 1	<b>Page</b> 1 of 1	<b>Agenda Item</b> # <b>43</b>
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<b>FROM: (Department or other point of origin):</b> Finance	<b>Origination Date</b> April 2, 2008	<b>Agenda Date</b> APR 09 2008
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<b>DIRECTOR'S SIGNATURE:</b> <i>Michelle Mitchell</i>	<b>Council Districts affected:</b> E
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<b>For additional information contact:</b> Robert Fiederlein <b>Phone:</b> 713.437.6491 Tom Mesa <b>Phone:</b> 713.837.9857	<b>Date and identification of prior authorizing Council Action:</b>
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**RECOMMENDATION: (Summary)**  
Establish a public hearing date regarding amendments to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Ten (Lake Houston Zone).

<b>Amount and Source of Funding:</b> No Funding Required	<b>F &amp; A Budget:</b>
--	--------------------------

**Specific Explanation:**

The board of directors of Tax Increment Reinvestment Zone Number Ten are considering amendments to the Project and Financing Plan for the Zone and will be transmitting a proposed amendment to the Amended Project and Financing Plan for City Council consideration shortly. Per Section 311.011(e) of the Tax Code (the "TIRZ Act"), a public hearing must be held prior to adopting an ordinance approving the proposed amendments. The TIRZ Program recommends establishing a public hearing of April 23, 2008.

The proposed amendments would add the new Kingwood Library and the conversion of the former library to a community center to the projects list for the Zone.

cc:      Marty Stein, Agenda Director                      Deborah McAbee, Senior Assistant City Attorney  
         Anna Russell, City Secretary                      Arturo Michel, City Attorney

**REQUIRED AUTHORIZATION**

<b>F&amp;A Director:</b> <i>Michelle Mitchell</i>	<b>Other Authorization:</b> <i>[Signature]</i>	<b>Other Authorization:</b>
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APR 09 2008

MOTION NO. 2008

WRITTEN Motion by Council Member Brown to amend the proposed Ordinance Amending Section 47-164 of the Code of Ordinances, Houston, Texas, relating to developer participation contracts, as follows:

**Amendment to The Developer Participation Contract**

**Section 47-164. Construction by developers under developer contract.**

After:

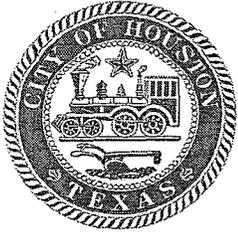
Subject to the availability of funds allocated for that purpose by City Council, the City may share in the expense of construction of the main and other eligible costs by any of the following methods, as applicable, at the option of the developer:

**ADD:**

**Awards of Developer Participation Contracts will be subject to compliance with standards and guidelines issued by Department of Public Works and Engineering, and approved by city council, which reflect principles of sustainable growth and mixed income neighborhoods.**

On 4/2/08 the above motion was tagged by Council Members Brown, Khan and Green.

cr



**CITY OF HOUSTON**  
Houston City Council

**Council Member Peter Brown**

At-Large, Position 1

P.O. Box 1562  
Houston, Texas 77251  
900 Bagby, 1<sup>st</sup> Floor  
Houston, Texas 77002

**Agenda**

Item 8

April 2, 2008

**Amendment to The Developer Participation Contract**

**Section 47-164. Construction by developers under developer contract.**

After:

Subject to the availability of funds allocated for that purpose by City Council, the City may share in the expense of construction of the main and other eligible costs by any of the following methods, as applicable, at the option of the developer:

**ADD:**

**Awards of Developer Participation Contracts will be subject to compliance with standards and guidelines issued by Department of Public Works and Engineering, and approved by city council, which reflect principles of sustainable growth and mixed income neighborhoods.**

44A

APR 09 2008

MOTION NO. 2008

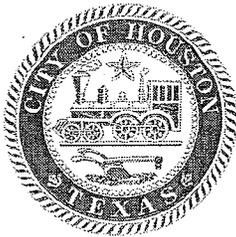
WRITTEN Motion by Council Member Johnson to amend the proposed Ordinance Amending Section 47-164 of the Code of Ordinances, Houston, Texas, relating to developer participation contracts, as follows:

**Amendment to Agenda Item #8**

Pursuant to Chapter 47 of the Code of Ordinances relating to Developer Participation contracts, district council members must be notified and approve all individual DPC contracts prior to approval of the Director of the Department of Public Works and Engineering.

On 4/2/08 the above motion was tagged by Council Members Sullivan, Khan and Green.

cr



# CITY OF HOUSTON

City Council

## Interoffice

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Correspondence  
Council Member Johnson  
District B

**To:** Mayor Bill White  
All Council Members

**From:** Jarvis Johnson, Council Member  
District B

**Date:** April 2, 2008

**Subject:** Amendment to Agenda Item#8

Pursuant to Chapter 47 of the Code of Ordinances relating to Developer Participation contracts, district council members must be notified and approve all individual DPC contracts prior to approval of the Director of the Department of Public Works and Engineering.

44B

APR 09 2008

MOTION NO. 2008

WRITTEN Motion by Council Member Green to amend the proposed Ordinance Amending Section 47-164 of the Code of Ordinances, Houston, Texas, relating to developer participation contracts, as follows:

**I move to amend Section 6 of Section 47-164 of the Code of Ordinances, relating to developer participation contracts, as follows:**

**Section 6.** Once this ordinance has been passed by the Mayor and Council, it shall take effect on and not before January 1, 2010.

On 4/2/08 the above motion was tagged by Council Member Green.

cr



**RONALD C. GREEN**

Council Member  
At-Large, Position Four

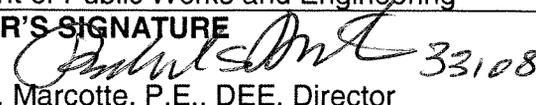
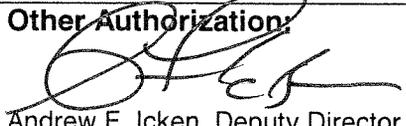
Telephone  
(713) 247-2012

Facsimile  
(713) 247-1424

**I move to amend Section 6 of Section 47-164 of the Code of Ordinances, relating to developer participation contracts, as follows:**

**Section 6.** Once this ordinance has been passed by the Mayor and Council, it shall take effect on and not before January 1, 2010.

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

<b>SUBJECT:</b> Ordinance amending Chapter 47 of the Code of Ordinances relating to Developer Participation Contracts		Page 1 of 1	Agenda Item #4c 
<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering		<b>Origination Date</b> 3/31/08	<b>Agenda Date</b> APR 09 2008 <del>APR 02 2008</del>
<b>DIRECTOR'S SIGNATURE</b>  33108 Michael S. Marcotte, P.E., DEE, Director		<b>Council District affected:</b> All	
<b>For additional information contact:</b> Jun Chang, P.E.  Phone: (713) 837-0433		<b>Date and identification of prior authorizing Council action</b>	
<b>RECOMMENDATION: (Summary)</b> Adopt an ordinance amending Chapter 47 of the Code of Ordinances relating to Developer Participation Contracts.			
<b>Amount and Source of Funding:</b>		N/A	
<b>SPECIFIC EXPLANATION:</b> The Developer Participation Contract (DPC) program is codified in Section 47-164 of the Code of Ordinances to finance water, sanitary sewer and drainage infrastructure and promote in-city development. The City offers three reimbursement plans, 30%, 50% or 70%, as outlined in the attached summary.  The current DPC approval process includes the following steps: <ul style="list-style-type: none"> <li>❖ Developer applies for water/wastewater capacity</li> <li>❖ City offers DPC and determines appropriate size and route</li> <li>❖ Developer signs DPC</li> <li>❖ PWE assures funding availability; PWE and Legal approve all required documents</li> <li>❖ <b>PWE prepares RCA</b></li> <li>❖ <b>Finance Department Budget Division posts project budget</b></li> <li>❖ <b>Legal prepares ordinance</b></li> <li>❖ <b>Controller certifies Ordinance funding</b></li> <li>❖ <b>Council adopts Ordinance appropriating funds</b></li> <li>❖ <b>Controller countersigns contract</b></li> </ul> <p>The last six steps (in bold) take an average of one month of the DPC process time. In the past five years, Council has adopted and appropriated funds for 108 separate DPCs, and in not one case was the proposed infrastructure plan altered during the process. All planned developments met the current City utility planning and design criteria with no exceptions.</p> <p>The proposed changes to Chapter 47 request Council to approve standard form contracts for the various reimbursement options and to delegate to the Director of the Department of Public Works and Engineering the authority to execute individual Developer Participation Contracts, provided they adhere to the approved standard forms. The Director's approval would be subject to availability of funds, which Council will be asked to appropriate on an annual or semi-annual basis. The proposed amendments also provide for a graduated application fee. The changes will assure that standard criteria will be uniformly implemented and will improve efficiency by shortening process time by a month.</p> <p>The proposed ordinance was reviewed by the Regulation, Development &amp; Neighborhood Protection Committee on March 26, 2008. The Committee voted unanimously to recommend the ordinance for favorable City Council consideration.</p>			
CUIC# 20JZC391			
<b>F &amp; A Director</b>	<b>Other Authorization:</b>  Andrew F. Icken, Deputy Director Planning and Development Services		<b>Other Authorization:</b>

## Summary of Developer Participation Contract Options

There are three types of Developer Participation Contracts allowing for three different percentage reimbursements for which a developer may apply.

1. **70 percent reimbursement - Qualified low bidder must be selected on construction contract.**
  - a. **Affordable Housing (equal to or less than the median price of a single-family residence in the City as published by TAMU)** - The City reimburses 70 percent of construction cost and 100 percent of design cost for the construction of water and/or wastewater lines plus 100 percent of the construction and design cost for storm sewer lines (including required detention, up to \$3,000 per lot). The developer is also reimbursed interest on construction cost. The City's maximum reimbursement is \$1,000,000.00 per contract. Under this option the water, wastewater and/or storm sewer lines may serve only single-family residential developments.
  - b. **Any New Single-Family Residential Subdivision** - The City reimburses 70 percent of construction cost and 100 percent of design cost for the construction of water and/or wastewater lines. The developer is also reimbursed interest on construction cost. The City's maximum reimbursement is \$1,000,000.00. Under this option the water, wastewater and/or storm sewer lines may serve only single-family residential developments.

### 2. 50 percent reimbursement

The City reimburses 50 percent of construction cost and 100 percent of design cost for the construction of water and/or wastewater lines. The City's maximum reimbursement is \$50,000.00. Under this option the water and/or wastewater lines may serve commercial or residential developments.

### 3. 30 percent reimbursement

The City reimburses 30 percent of construction cost, no design costs, plus 100% of the oversizing for the construction of water and/or wastewater lines. The City's maximum reimbursement is \$1,000,000.00. Under this option the water and/or wastewater lines may serve commercial or residential developments.

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

**AN ORDINANCE AMENDING SECTION 47-164 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS, RELATING TO DEVELOPER PARTICIPATION CONTRACTS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.**

\* \* \* \*

**WHEREAS**, the City Council desires to amend Section 47-164 of the Code of Ordinances to facilitate and improve the administration of developer contracts; **NOW THEREFORE**,

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

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

**Section 2.** That Section 47-164 of the Code of Ordinances, Houston, Texas, is hereby amended to read as follows:

**“Sec. 47-164. Construction by developers under developer contract.**

Subject to the availability of funds allocated for that purpose by city council, the city may share in the expense of construction of the main and other eligible costs by any of the following methods, as applicable, at the option of the developer:

- (1) *50 percent reimbursement:* Reimbursement to the developer is the sum of 50 percent of the construction cost for water and wastewater main, the balance of oversizing costs, plus design costs for a total reimbursement that does not exceed the maximum contract amount not requiring council approval under the Houston City Charter; or
- (2) *30 percent reimbursement:* Reimbursement to the developer for 30 percent of the construction cost for water and wastewater main plus the balance of oversizing costs; or
- (3) *70 percent reimbursement:*

- a. For new low or moderate cost single family homes sold to home owners by fee simple deed (single family residences located within the city limits having initial purchase prices as certified by the developer that do not exceed the latest available 12-month listing for median price single family housing in the city as published by the Real Estate Center at Texas A&M University), reimbursement to the developer for the following eligible costs:
  - (i) 70 percent of water and wastewater main construction costs plus the costs of inspection and construction management,
  - (ii) 100 percent of related design cost,
  - (iii) All oversizing costs not reimbursed under provision (i) above,
  - (iv) Up to a \$3,000.00 per lot reimbursement of storm sewer drainage cost, and
  - (v) The developer's interest cost up to the market interest rate the city's financial advisor determines the city would pay if it issued bonds on the city's water and sewer system on the date the developer contract is countersigned by the city controller.
  
- b. For all other new single-family homes sold to home owners by fee simple deed, reimbursement to the developer for the following eligible costs:
  - (i) 70 percent of water and sanitary sewer main construction costs,
  - (ii) 100 percent of related design costs,
  - (iii) All oversizing construction costs not reimbursed under provision (i) above, and
  - (iv) The developer's interest cost up to the market interest rate the city's financial advisor determines the city would pay if it issued bonds on the city's water and sewer system on the date the developer contract is countersigned by the city controller.

Reimbursement under this item is not available for off-site main. In addition, the developer must give notice to the department of the commencement of construction of the project and award the construction contract in a manner consistent with the procedures of Chapter 252 of the Texas Local Government Code.

The city shall reimburse the developer for eligible costs upon the completion of at least 25 percent of the total number of housing units required under the terms of the developer contract.

- (4) A developer shall not be reimbursed for any eligible costs, including interest, and shall waive any right to claim such reimbursement if the developer fails to:
  - a. Obtain a fully executed developer contract prior to beginning construction of the facilities;
  - b. Begin actual construction of the facilities described in the developer contract within 18 months after the date of countersignature of the developer contract by the city controller; or
  - c. Complete construction of 100 percent of the facilities described in the developer contract (and 25 percent of the number of housing units required by a 70 percent developer reimbursement contract) within three years of the date the developer commences construction.

In no case shall the city reimburse the contractor for an amount in excess of the amount set out in the developer reimbursement contract, which must not ever exceed \$1,000,000.00 per contract.

- (5) Contingent upon city council's having appropriated sufficient funds to pay for such contracts, the city council delegates to the director the authority to execute developer contracts using standard forms approved by the city council.
- (6) The department shall charge each developer requesting a developer contract application fees as provided below. Provided, however, the department shall refund the application fee if the developer has submitted a complete application as required by the department and funds are not available within 30 days of the developer's application. No refund shall be

given for any other reason.

- | a. | <u>Number of Lots</u> | <u>Fee</u> |
|----|-----------------------|------------|
|    | 40 or fewer           | \$300      |
|    | 41 to 50              | \$350      |
|    | 51 to 60              | \$400      |
|    | 61 to 70              | \$450      |
|    | 71 to 80              | \$500      |
|    | 81 to 90              | \$550      |
|    | 91 to 100             | \$600      |
|    | 101 to 110            | \$650      |
|    | 111 to 120            | \$700      |
|    | 121 to 130            | \$750      |
|    | 131 to 140            | \$800      |
|    | more than 140         | \$900      |
- b. For 30% and 50% developer contracts: \$800
- c. For applications to extend the term of a developer contract: \$500

These application fees shall be adjusted by the department each year effective on the first of April. The adjustment shall be based on the percentage change in the U.S. Consumer Price Index for all Urban Consumers for the Houston-Galveston-Brazoria Texas Metropolitan Area rounded up to the next ten dollar increment.

- (7) In the event construction costs not reimbursed by the city are \$5,000.00 or more, such unreimbursed cost shall be subject to pro-rata reimbursement as provided in sections 47-168 through 47-170.

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

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

\_\_\_\_\_  
Mayor of the City of Houston, Texas

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

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

Prepared by Legal Dept. \_\_\_\_\_  
EWB:jdw Senior Assistant City Attorney  
Requested by Michael S. Marcotte, P.E., Director, Public Works and Engineering Department  
L.D. File No.

**Sec. 47-164. Construction by developers under developer contract.**

Subject to the availability of funds allocated for that purpose by city council, the city may share in the expense of construction of the main and other eligible costs by any of the following methods, as applicable, at the option of the developer:

- (1) *50 percent reimbursement:* Reimbursement to the developer is the sum of 50 percent of the construction cost for water and wastewater main, the balance of oversizing costs, plus design costs for a total reimbursement that does not to exceed the maximum contract amount not requiring council approval under the Houston City Charter; or
- (2) *30 percent reimbursement:* Reimbursement to the developer for 30 percent of the construction cost for water and wastewater main plus the balance of oversizing costs; or
- (3) *70 percent reimbursement:*
  - a. For new low or moderate cost single family homes sold to home owners by fee simple deed (single family residences located within the city limits having initial purchase prices as certified by the developer that do not exceed the latest available 12-month listing for median price single family housing in the city as published by the Real Estate Center at Texas A&M University), reimbursement to the developer for the following eligible costs:
    - (i) 70 percent of water and wastewater main construction costs plus the costs of inspection and construction management,
    - (ii) 100 percent of related design cost,
    - (iii) All oversizing costs not reimbursed under provision (i) above,
    - (iv) Up to a \$3,000.00 per lot reimbursement of storm sewer drainage cost, and
    - (v) The developer's interest cost up to the market interest rate the city's financial advisor determines the city would pay if it issued bonds on the city's water and sewer system on the date the developer contract is countersigned by the city controller.
  - b. For all other new single-family homes sold to home owners by fee simple deed, reimbursement to the developer for the following eligible costs:

- (i) 70 percent of water and sanitary sewer main construction costs,
- (ii) 100 percent of related design costs,
- (iii) All oversizing construction costs not reimbursed under provision (i) above, and
- (iv) The developer's interest cost up to the market interest rate the city's financial advisor determines the city would pay if it issued bonds on the city's water and sewer system on the date the developer contract is countersigned by the city controller.

Under this item (3) Reimbursement under this item is not available for off-site main. In addition, the developer must take competitive bids in accordance give notice to the department of the commencement of construction of the project and award the construction contract in a manner consistent with the procedures of Chapter 252 of the Texas Local Government Code.

The city shall reimburse the developer for eligible costs upon the completion of at least 25 percent of the total number of housing units required under the terms of the developer contract.

- (4) A developer shall not be reimbursed for any eligible costs, including interest, and shall waive any right to claim such reimbursement if the developer fails to:
  - a. Obtain a fully executed developer contract, ~~including city council approval where necessary,~~ prior to beginning construction of the facilities;
  - b. Begin actual construction of the facilities described in the developer contract within 18 months after the date of countersignature of the developer contract by the city controller; or
  - c. Complete construction of 100 percent of the facilities described in the developer contract (and 25 percent of the number of housing units required by a 70 percent developer reimbursement contract) within three years of the date the developer commences construction.

In no case shall the city reimburse the contractor for an amount in excess of the amount set out in the developer reimbursement contract, which must not ever exceed \$1,000,000.00 per contract.

- (5) ~~To the extent permitted by law, and contingent~~ Contingent upon city council's having appropriated sufficient funds to pay for such contracts, ~~the city council authorizes delegates to the director the authority to execute developer contracts under subsections (1) and (2) above in using standard forms approved by the city attorney on behalf of the mayer without prior submission to city council.~~ council.
- (6) The department shall charge each developer requesting a developer contract application fees as provided below. Provided, however, the department shall refund the application fee if the developer has submitted a complete application as required by the department and funds are not available within 30 days of the developer's application. No refund shall be given for any other reason.

<u>a.</u>	<u>Number of Lots</u>	<u>Fee</u>
	<u>40 or fewer</u>	\$300
	<u>41 to 50</u>	\$350
	<u>51 to 60</u>	\$400
	<u>61 to 70</u>	\$450
	<u>71 to 80</u>	\$500
	<u>81 to 90</u>	\$550
	<u>91 to 100</u>	\$600
	<u>101 to 110</u>	\$650
	<u>111 to 120</u>	\$700
	<u>121 to 130</u>	\$750
	<u>131 to 140</u>	\$800
	<u>more than 140</u>	\$900

b. For 30% and 50% developer contracts: \$800

c. For applications to extend the term of a developer contract: \$500

These application fees shall be adjusted by the department each year effective on the first of April. The adjustment shall be based on the percentage change in the U.S. Consumer Price Index for all Urban Consumers for the Houston-Galveston-Brazoria Texas Metropolitan Area rounded up to the next ten dollar increment.

- (7) In the event construction costs not reimbursed by the city are \$5,000.00 or more, such unreimbursed cost shall be subject to pro-rata reimbursement as provided in sections 47-168 through 47-170.
- ~~(7)~~(8) In the case of construction of water main, the department shall be responsible for chlorination required by state law prior to use by the city.
- (9) In the event a developer defaults under a developer contract, the developer shall be barred from any additional developer contract for a period of a year following the default.

**DEVELOPER PARTICIPATION CONTRACT  
30 PERCENT REIMBURSEMENT**

**THIS CONTRACT FOR DEVELOPER PARTICIPATION** ("Contract") is made on the Countersignature Date by and between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council and \_\_\_\_\_ ("Developer"), doing business in the State of Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City

Developer

Director of Department of Public Works  
and Engineering  
or Designee  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**PREAMBLE**

**WITNESSETH:**

**WHEREAS**, the Developer intends to develop a tract located within the municipal boundaries of the City; and

**WHEREAS**, the Developer has paid all impact fees required by the City for such development for \_\_\_\_\_; and

**WHEREAS**, it is necessary to construct the project described in Exhibit "A" (the "Project");  
and

**WHEREAS**, the City and the Developer have determined that the Developer shall/shall not oversize the Project; and

**WHEREAS**, the City has agreed to participate in the cost of the Project in an amount not to exceed \_\_\_\_\_;

**NOW, THEREFORE**, the City and the Developer hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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**EXHIBIT “A” - Attached**

All of the above described sections and documents are hereby incorporated into this Contract by this reference for all purposes.

**IN WITNESS HEREOF**, the City and the Developer have made and executed this Participation Contract in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

\_\_\_\_\_  
"Developer"  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax I.D. No. \_\_\_\_\_

CITY OF HOUSTON  
BY:

COUNTERSIGNED  
BY:

\_\_\_\_\_  
Director, Department of Public  
Works and Engineering

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

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

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

\_\_\_\_\_

## I. DEFINITIONS

"Allowable Costs" includes the full cost of materials and labor for construction of the Project, but excluding costs of surveys, easements, engineering and inspection services.

"Allowable Oversizing Costs" [are/are not] authorized for this Participation Contract. Allowable Oversizing Costs are the difference in Allowable Costs between the Project as bid for the oversizing requirements of this Participation Contract and the Project as bid without oversizing.

"City" is identified in the Preamble and includes its successors and assigns.

"Closing" is described in Article III.

"Developer" is identified in the Preamble and includes its successors and assigns.

"Participation Contract" means this agreement.

"Director " means the Director of the Department of Public Works and Engineering or such other person as may be designated by the Director by notice to the Developer to administer this Participation Contract.

"Project" is defined in Exhibit "A".

## II. DUTIES OF DEVELOPER

### A. Water, Wastewater, and Storm Sewer Capacity; Engineering Drawings

Before executing this contract, Developer shall (i) obtain all necessary water and wastewater and storm drainage capacity for the Project as required by the Director, and (ii) submit to the Director basic engineering drawings showing the location of the water and sewer lines.

### B. Construction of the Project

(1) Developer must obtain preliminary plat approval from the City Planning Commission within 120 days of the effective date of this Agreement.

(2) Before the Project may be awarded, (i) the Developer must obtain final plat approval from the City Planning Commission and (ii) must submit to the Director and obtain his or her approval of all plans and drawing for the Project. Any change made by Developer to the final plans must be approved in advance by the Director.

(3) The Developer shall require its construction contractor(s) to construct the Project in a good and workmanlike manner in accordance with the engineering design approved by the Director prior to construction. The Developer shall provide all engineering required for construction of the Project.

(4) The Developer shall require its construction contractor(s) to provide performance and payment bonds in accordance with the requirements of §212.073 of the Texas Local Government Code. The amount of the performance and payment bonds shall be the full cost of Developer's construction contract. The Developer shall also require its contractor(s) to provide one-year maintenance and surface restoration bonds as required by the permit. The Developer and the City shall be dual obligees for the performance and payment bonds (Developer is primary obligee), and the City shall be the obligee for the maintenance and surface restoration bonds. Developer shall submit original duplicates of these bonds on form re-approved by the City Legal Department, to the Office of the City Engineer prior to award of the construction contract for the Project. Provided, if the City does not approve or request corrections to the bonds within ten working days of its receipt of the bonds, the Developer may award the construction contract for the Project.

(5) Before the Notice to Proceed for the Project may be issued, the Developer shall require the contractor to obtain from the Director each permit (water, wastewater, storm sewer main as applicable) required to construct the Project.

(6) Developer shall acquire all lands and rights-of-way necessary to construct the Project. Developer shall coordinate with the City and other utilities to minimize the possibility of damage to utilities in the Project area. Upon completion of the Project, Developer shall ensure that the Project is free and clear of all liens and encumbrances, including mechanics liens and purchase money security interests.

(7) Developer must award the contract for construction of the Project on the basis of competitive bids. Developer shall follow bidding requirements of Chapter 252 of the Texas Local Government Code (lowest responsible bidder) unless the construction contract (including the unreimbursed amount) is less than \$50,000.

(8) Developer shall keep the Director reasonably informed regarding the progress of the Project as required by the Director. Developer shall notify and provide reasonable documentation for the Director for the following events: (1) advertisement for bids, (2) award of construction contract (including copies of bonds and insurance), (3) Notice to Proceed, (4) default of the contractor (if it occurs), and (5) completion of the Project such that it is ready for inspection by the City. The Project shall not be considered complete, and Developer or its contractor shall not connect the Project to the City's utility system until the Director issues a certificate of final completion.

(9) The Project shall be commenced and completed by the Developer in the time periods required by Article IV. The Director may grant a time extension not to exceed one additional year.

**C. INDEMNIFICATION**

**DEVELOPER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FROM ANY AND ALL**

**THIRD PARTY CLAIMS, DEMANDS, AND LIABILITY, INCLUDING DEFENSE COSTS, RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH DEVELOPER'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF THE DEVELOPER IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS PARTICIPATION CONTRACT. ALSO, DURING THE PERFORMANCE OF THE WORK AND UP TO A PERIOD OF ONE YEAR AFTER THE DATE OF FINAL ACCEPTANCE OF THE WORK, DEVELOPER FURTHER EXPRESSLY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS, AND DAMAGES RELATING IN ANY WAY TO THE ACTUAL OR ALLEGED JOINT AND/OR CONCURRENT NEGLIGENCE OF THE CITY AND DEVELOPER, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT.**

**IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY THE DEVELOPER TO INDEMNIFY AND PROTECT THE CITY FROM THE CITY'S OWN NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.**

**THE INDEMNITY PROVISION PROVIDED HEREIN SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND WHERE BODILY INJURY, DEATH, OR DAMAGE RESULTS ONLY FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH ANY FAULT OF THE DEVELOPER.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF THE DEVELOPER UNDER THIS INDEMNITY PROVISION SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE.**

D. Insurance

Developer shall maintain in effect certain insurance coverage, which is described below. Developer may satisfy this requirement through insured policies in the name of its Contractor.

(1) Risks and Limits of Liability. Developer shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers Compensation	Statutory for Worker's Compensation
Employer's Liability  employee)	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each
<b>Commercial General Liability:</b> Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	<b>Bodily Injury and Property</b> Damage, Combined Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability Insurance (for automobiles used by the Developer in the course of its performance under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$1,000,000 combined single limit per Occurrence

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

(2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Developer from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.

(3) Issuers of Policies. The issuer of any policy (i) shall have a Certificate of Authority to transact insurance business in Texas or (ii) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.

(4) Insured Parties. Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

(5) Deductibles. Developer shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

(6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice. Developer shall give written notice to the Director within five days of the date on which total claims by any party against Developer reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

(7) Subrogation. Each policy except Professional Liability (if required) must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

(8) Endorsement of Primary Insurance. Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

(9) Liability for Premium. Developer shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

(10) Subcontractors. Developer shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence.

(11) Proof of Insurance.

(a) Before issuance of the Notice to Proceed for the Project, Developer shall furnish the Director with Certificates of Insurance, along with an Affidavit from Developer confirming that the Certificates accurately reflect the insurance coverage maintained.

If requested in writing by the Director, Developer shall furnish the City with certified copies of Developer's actual insurance policies.

(b) Developer shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Developer does not comply with this requirement, the Director, at his or her sole discretion, may

- a. immediately suspend Developer from any further performance under this Agreement and begin procedures to terminate for default, or
- b. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Developer under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

E. Compliance with Laws

Developer shall comply with all applicable state and federal laws and regulations as well as all provisions of the City of Houston Charter and Code of Ordinances including all applicable provisions of Chapter 47 of the Houston Code of Ordinances.

### **III. DUTIES OF CITY**

A. Payment by City

After completion of the Project, the Director shall schedule the Closing for payment to the Developer at a time and place convenient to the parties.

At or before the time of the Closing, Developer shall provide the Director:

- (1) An accounting of all Allowable Costs, including records and vouchers for all payments made by the Developer for Allowable Costs. Developer shall provide all documentation of Allowable Costs as required by the Director.
- (2) A certified copy of the subdivision or development plat and all documents necessary and required by the City Attorney to vest title to the Project in the City free and clear of any encumbrances.
- (3) Record drawings of the Project signed by the Project engineer.

- (4) Construction contractor's certificate of payment to subcontractors and material suppliers.
- (5) Certificate of final completion of the Project executed by the Office of the City Engineer.
- (6) Copy of acceptance letter for the Project signed by the Office of the City Engineer.

Upon receipt of the above-referenced items, the City shall pay the Developer. The sum of :

- (1) 100% of Allowable Oversizing Costs for the Project, and
- (2) 30% of the balance of Allowable Costs for the Project.

However, total reimbursement shall not exceed \_\_\_\_\_.

#### IV. TERM AND TERMINATION

A. This Contract is effective on the date of countersignature by the City Controller and shall remain in effect for the combination of the following terms:

(1) From the Effective Date until the actual date on which Developer issues a Notice to Proceed with construction of the Project ("Construction Date"), which term shall not exceed 18 months, and

(2) If the Closing Date is 3 years or less after the Construction Date, then until the City has reimbursed Developer for Eligible Design, Construction, and Over Sizing Costs.

Provided, however, the Director may grant a time extension not to exceed one additional year.

**FAILURE OF THE DEVELOPER TO COMPLETE PERFORMANCE OF ITS  
APPLICABLE OBLIGATIONS UNDER THIS CONTRACT WITHIN  
EITHER OF THE TIME PERIODS SET OUT ABOVE SHALL  
CONSTITUTE A DEFAULT OF THIS CONTRACT BY DEVELOPER AND**

**SHALL TERMINATE THE CITY'S DUTY TO REIMBURSE DEVELOPER FOR ANY ELIGIBLE COSTS HEREUNDER OR FOR ANY COSTS WHATSOEVER AND SHALL CONSTITUTE A WAIVER BY DEVELOPER OF ANY RIGHT TO CLAIM SUCH REIMBURSEMENT OR ANY OTHER COSTS OR DAMAGES ARISING OUT OF THE CONTRACT OR THE DESIGN AND CONSTRUCTION OF THE PROJECT. DEVELOPER'S FAILURE TO COMPLETE ITS OBLIGATIONS TIMELY AS SET OUT ABOVE SHALL NOT REQUIRE THE CITY TO GIVE NOTICE OF DEFAULT AS DESCRIBED BELOW OR TO GIVE DEVELOPER ANY TIME TO CURE.**

B. For any other reason except Developer's failure to complete its obligations timely, either party may terminate its performance under this Contract in the event of default by the other party and a failure by that party to cure such default receiving notice thereof, all as provided in this Section. Default shall occur if a party fails to observe or perform any of its duties under this Participation Contract. Should such a default occur, the injured party shall deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such date may not be sooner than the 30th day following receipt of the notice. The injured party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures such default, then the proposed termination shall be ineffective. If the defaulting party fails to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this Participation Contract as of such date. The Director may give such notice for the purposes of this Contract.

## V. MISCELLANEOUS

### A. Independent Contractor

Developer is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Developer in such capacity. The City of Houston will have no control or supervisory powers as to the detailed manner or method of the Developer's performance of the subject matter of this Participation Contract. All personnel supplied or used by Developer shall be deemed employees or subcontractors of Developer and will not be considered employees, agents or subcontractors of the City of Houston for any purpose whatsoever. Developer shall be solely responsible for the compensation of all such personnel, for the withholding of income, social security and other payroll taxes and for the coverage of all worker's compensation benefits.

### B. Force Majeure

"Force Majeure" includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other incapacities of either party to carry out its obligations under this Participation Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

If, because of Force Majeure any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Participation Contract, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party given the notice, so far as they are affected by the Force Majeure, shall be

suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

C. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the Developer or the City in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

D. Entire Agreement

This Participation Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are not other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in the preamble of this Participation Contract or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

F. Acceptance and Approval

An approval by the Director, or by any other instrumentality of the City, of any part of Developer's performance shall not be construed to waive compliance with this Participation Contract or to establish a standard of performance other than required by this Participation Contract or by law.

The Director is not authorized to vary the terms of this Participation Contract.

G. Inspections and Audits

Representatives of the City shall have the right to perform, or cause to be performed, (1) audits of the books and records of the Developer relating to the Project, and (2) inspections of all places where work is undertaken in connection with the Project. The Developer shall be required to keep such books and records available for such purpose for at least three (3) years after the ceasing of its performance under this Participation Contract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

H. Enforcement

The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Participation Contract without further authorization. Developer covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining Developer's compliance with this Participation Contract, with the exception of those documents made confidential by federal or State law or regulation.

I. Risk of Loss

Risk of loss or damage to the Project shall pass from the Developer to the City upon Closing.

J. Non-Waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

K. Business Structure and Assignments

The Developer shall not assign this Contract at law or otherwise or dispose of all or substantially all of its assets without the prior written consent of both Directors. If the Developer desires approval of an assignment, the Developer shall immediately furnish the Director:

- (1) proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the Assignee; and
- (2) an original Affidavit of Ownership and Control of the Assignee.

The Developer shall not delegate any portion of its performance under this Contract without obtaining prior written consent from Director.

Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. Provided, however, the Developer must provide the Director the information described in item (1) above.

L. Survival

Developer shall remain obligated to the City under all clauses of this Participation Contract that expressly or by their nature extend beyond the expiration or termination of this Participation Contract, including Sections II D (Indemnity).

M. Developer Debt

IF DEVELOPER, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT DEVELOPER HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY DEVELOPER IN WRITING. IF DEVELOPER DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO DEVELOPER UNDER THIS AGREEMENT, AND DEVELOPER WAIVES ANY RECOURSE THEREFOR.

**DEVELOPER PARTICIPATION CONTRACT  
50 PERCENT REIMBURSEMENT**

**THIS CONTRACT FOR DEVELOPER PARTICIPATION** ("Contract") is made on the Countersignature Date by and between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, and \_\_\_\_\_ ("Developer"), doing business in the State of Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

<u>City</u>	<u>Developer</u>
Director of Department of Public Works and Engineering or Designee City of Houston P.O. Box 1562 Houston, Texas 77251	

**PREAMBLE**

**WITNESSETH:**

**WHEREAS**, the Developer intends to develop a tract located within the municipal boundaries of the City; and

**WHEREAS**, the Developer has paid all impact fees required by the City for such development for \_\_\_\_\_; and

**WHEREAS**, it is necessary to construct the project described in Exhibit "A" (the "Project");  
and

**WHEREAS**, the City and the Developer have determined that the Developer shall/shall not oversize the Project; and

**WHEREAS**, the City has agreed to participate in the cost of the Project in an amount not to exceed \_\_\_\_\_;

**NOW, THEREFORE**, the City and the Developer hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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**K. Developer Debt.....18**

All of the above described sections and documents are hereby incorporated into this Contract by this reference for all purposes.

**IN WITNESS HEREOF**, the City and the Developer have made and executed this Participation Contract in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
"Developer"

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax I.D. No. \_\_\_\_\_

CITY OF HOUSTON  
BY:

COUNTERSIGNED  
BY:

\_\_\_\_\_  
Director, Department of Public  
Works and Engineering

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

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

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

\_\_\_\_\_

## I. DEFINITIONS

"Allowable Costs" includes the full cost of materials and labor for construction of the Project, but excluding costs of surveys, easements, engineering and inspection services.

"Allowable Oversizing Costs" authorized for this Participation Contract. Allowable Oversizing Costs are the difference in Allowable Costs between the Project as bid for the oversizing requirements of this Participation Contract and the Project as bid without oversizing.

"City" is identified in the Preamble and includes its successors and assigns.

"Closing" is described in Article III.

"Design Cost" includes the full cost of design of the Project.

"Developer" is identified in the Preamble and includes its successors and assigns.

"Participation Contract" means this agreement.

"Director " means the Director of Public Works and Engineering or such other person as may be designated by the Public Works Engineer by notice to the Developer to administer this Participation Contract.

"Project" is defined in the Preamble and Exhibit "A".

## II. DUTIES OF DEVELOPER

### A. Water, Wastewater and Storm Sewer Capacity; Engineering Drawings

Prior to commencing for the Project:

Before executing this contract, Developer shall (i) obtain all necessary water and wastewater and storm drainage capacity for the Project as required by the Director, and (ii) submit to the Director basic engineering drawings showing the location of the water and, if applicable wastewater.

B. Construction of the Project

(1) Developer must obtain preliminary plat approval from the City Planning Commission (if applicable) within 120 days of the effective date of this Agreement.

(2) Before the Project may be awarded, (i) the Developer must obtain final plat approval (if applicable) from the City Planning Commission and (ii) must submit to the Director and obtain his or her approval of all plans and drawing for the Project. Any change made by Developer to the final plans must be approved in advance by the Director.

(3) The Developer shall require its construction contractor(s) to construct the Project in a good and workmanlike manner in accordance with the engineering design approved by the Director prior to construction. The Developer shall provide all engineering required for construction of the Project.

(4) The Developer shall require its construction contractor(s) to provide performance and payment bonds if required by §212.073 of the Texas Local Government Code. The amount of the performance and payment bonds shall be the full cost of Developer's construction contract. The Developer shall also require its contractor(s) to provide one-year maintenance and surface restoration bonds as required by the permit. The Developer and the City shall be dual obligees for the performance and payment bonds (Developer is primary obligee), and the City shall be the obligee for the maintenance and surface restoration bonds. Developer shall submit original duplicates of these bonds on form re-approved by the City Legal Department, to the Office of the City Engineer prior to

award of the construction contract for the Project. Provided, if the City does not approve or request corrections to the bonds within ten working days of its receipt of the bonds, the Developer may award the construction contract for the Project.

(5) Before the Notice to Proceed for the Project may be issued, the Developer shall require the contractor to obtain from the Director each permit (water, wastewater, storm sewer main as applicable) required to construct the Project.

(6) Developer shall acquire all lands and rights-of-way necessary to construct the Project. Developer shall coordinate with the City and other utilities to minimize the possibility of damage to utilities in the Project area. Upon completion of the Project, Developer shall ensure that the Project is free and clear of all liens and encumbrances, including mechanics liens and purchase money security interests.

(7) Developer must award the contract for construction of the Project on the basis of competitive bids. Developer shall follow bidding requirements of Chapter 252 of the Texas Local Government Code (lowest responsible bidder) unless the construction contract (including the unreimbursed amount) is less than \$50,000.

(8) Developer shall keep the Director reasonably informed regarding the progress of the Project as required by the Director. Developer shall notify and provide reasonable documentation for the Director for the following events: (1) advertisement for bids, (2) award of construction contract (including copies of bonds and insurance), (3) Notice to Proceed, (4) default of the contractor (if it occurs), and (5) completion of the Project such that it is ready for inspection by the City. The Project shall not be considered complete, and Developer or its contractor shall not connect the Project to the City's utility system until the Director issues a certificate of final completion.

(9) The Project shall be commenced and completed by the Developer in the time periods required by Article IV.

**C. INDEMNIFICATION**

**DEVELOPER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, AND LIABILITY, INCLUDING DEFENSE COSTS, RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH DEVELOPER'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF THE DEVELOPER IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS PARTICIPATION CONTRACT. ALSO, DURING THE PERFORMANCE OF THE WORK AND UP TO A PERIOD OF ONE YEAR AFTER THE DATE OF FINAL ACCEPTANCE OF THE WORK, DEVELOPER FURTHER EXPRESSLY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS, AND DAMAGES RELATING IN ANY WAY TO THE ACTUAL OR ALLEGED JOINT AND/OR CONCURRENT NEGLIGENCE OF THE CITY AND DEVELOPER, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT.**

**IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY THE DEVELOPER TO INDEMNIFY AND PROTECT THE CITY FROM THE CITY'S OWN NEGLIGENCE**

**WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.**

**THE INDEMNITY PROVISION PROVIDED HEREIN SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND WHERE BODILY INJURY, DEATH, OR DAMAGE RESULTS ONLY FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH ANY FAULT OF THE DEVELOPER.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF THE DEVELOPER UNDER THIS INDEMNITY PROVISION SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE.**

D. Insurance

With no intent to limit Developer's liability or the indemnification provisions set forth herein, the Developer shall provide and maintain certain insurance in full force and effect at all times during the term of this Participation Contract and any extensions thereto. Developer may satisfy this requirement through insurance policies in the name of its Contractor. Such insurance is described as follows:

- (1) Risks and Limits of Liability. The insurance, at a minimum, must include the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers's Compensation	Statutory for Worker's Compensation.
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 Aggregate

Automobile Liability Insurance  
(for automobiles used by the  
Developer in the course of  
its performance under this  
Agreement, including Employer's  
Non-Ownership and Hired Auto  
Coverage)

\$500,000 combined single limit  
per Occurrence

Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

- (2) Form of Policies. The insurance may be in one or more policies of insurance, the form of which must be approved by the Public Works Engineer. It is agreed, however, that nothing the Public Works Engineer does or fails to do shall relieve the Developer from its duties to provide the required coverage hereunder, and Public Works Engineer's actions or inactions will never be construed as waiving City's rights hereunder.
- (3) Issuers of Policies. The issuer of any policy must have a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's rating. Each issuer must be responsible and reputable, must have financial capability consistent with the risks covered, and shall be subject to approval by the Public Works Engineer in his or her sole discretion as to conformance with these requirements.
- (4) Insured Parties. Each policy, except those for Workers Compensation, must name the City (and its officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Participation Contract.

- (5) Cancellation. Each policy must expressly state that it may not be canceled or nonrenewed unless thirty days' advance notice of cancellation is given in writing to the Public Works Engineer by the insurance company. Developer shall give written notice to the Public Works Engineer within five days of the date upon which total claims by any party against Developer reduce the aggregate amount of coverage below the amounts required by this Participation Contract. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Participation Contract.
- (6) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.

E. Proof of Insurance.

- (1) Prior to commencing any services and at any time during the term of work under this Participation Contract, Developer shall furnish the Legal Department with Certificates of Insurance, accurately reflecting the insurance coverage that will be available during the contract term. If requested in writing by the Legal Department, the Developer shall furnish the City with certified copies of Developer's actual insurance policies. Failure of Developer to provide certified copies, as requested, may be deemed, in the Public Works Engineer's and/or City Attorney's discretion, to constitute a breach of this Participation Contract.
- (2) Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Developer, continuously and without interruption, maintain in

force the required insurance coverages set forth above. Failure of the Developer to comply with this requirement shall constitute a default of Developer allowing the City, at its option, to immediately suspend or terminate work under this Participation Contract. Developer agrees that the City shall never be argued to have waived or be estopped to assert its right to terminate this Participation Contract hereunder because of any acts or omissions by the City regarding its review of insurance documents provided by Developer, its agents, employees or assigns.

F. Compliance with Laws

Developer shall comply with all applicable state and federal laws and regulations as well as all provisions of the City of Houston Charter and Code of Ordinances including all applicable provisions of Chapter 47 of the Houston Code of Ordinances.

### **III. DUTIES OF CITY**

A. Payment by City

After substantial completion of the Project, the Director shall schedule the Closing for payment to the Developer at a time and place convenient to the parties.

At least 30 days before the date of Closing, Developer shall provide the Director:

- (1) An accounting of all Allowable and Allowable Oversizing Costs, including records and vouchers for all payments made by the Developer for such costs.
- (2) A certified copy of the subdivision or development plat (if applicable) and all documents necessary and required by the City Attorney to vest title to the Project in the City free and clear of any encumbrances.
- (3) Record drawings of the Project signed by the Project engineer.

- (4) Construction contractor's certificate of payment to subcontractors and material suppliers.
- (5) Certificate of final completion of the Project executed by the Office of the City Engineer.
- (6) Copy of acceptance letter for the Project signed by the Office of the City Engineer.

Within 30 days after Developer completes the Closing requirements, subject to the limitation of appropriation set out in Section B below, the City shall give partial reimbursement for the Project, which shall equal the sum of 100% of Design Costs and Allowable Oversizing Costs, plus 50% of the remaining Allowable Costs.

B. Limit of Appropriation

- (1) The City's duty to pay money to Developer under this Contract is limited in its entirety by the provisions of this Section.
- (2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated (a) the sum of \$ \_\_\_\_\_ to pay money due for Eligible Design, Construction, and Over Sizing Costs, including interest, and (b) the sum of \$ \_\_\_\_\_ to pay for Eligible Storm Sewer Drainage Costs, including interest, under this Contract (the "Appropriated Funds"). The City Council of the City, in its discretion, may appropriate additional funding for this Contract, but it is not obligated to do so.

#### IV. TERM AND TERMINATION

This Participation Contract is effective on the date of countersignature by the City Controller and shall remain in effect until completion of payment by the City unless the Contract is terminated under Section A or B herein. Provided, however, the Director may grant an extension not to exceed one additional year.

A. The Participation Contract will terminate if (i) actual construction of the Project does not commence within 18 months of the Date of Countersignature or (ii) the Project is not completed within three years of the date Developer begins construction.

**FAILURE OF THE DEVELOPER TO COMPLETE PERFORMANCE OF ITS APPLICABLE OBLIGATIONS UNDER THIS CONTRACT WITHIN EITHER OF THE TIME PERIODS SET OUT ABOVE SHALL CONSTITUTE A DEFAULT OF THIS CONTRACT BY DEVELOPER AND SHALL TERMINATE THE CITY'S DUTY TO REIMBURSE DEVELOPER FOR ANY ELIGIBLE COSTS HEREUNDER OR FOR ANY COSTS WHATSOEVER AND SHALL CONSTITUTE A WAIVER BY DEVELOPER OF ANY RIGHT TO CLAIM SUCH REIMBURSEMENT OR ANY OTHER COSTS OR DAMAGES ARISING OUT OF THE CONTRACT OR THE DESIGN AND CONSTRUCTION OF THE PROJECT. DEVELOPER'S FAILURE TO COMPLETE ITS OBLIGATIONS TIMELY AS SET OUT ABOVE SHALL NOT REQUIRE THE CITY TO GIVE NOTICE OF DEFAULT AS DESCRIBED BELOW OR TO GIVE DEVELOPER ANY TIME TO CURE.**

B. For any other reason except Developer's failure to complete its obligations timely as described in Section A above, either party may terminate its performance under this Contract in the event of default by the other party and a failure by that party to cure such default receiving notice thereof, all as provided in this Section. Default shall occur if a party fails to observe or perform any of its duties under this Participation Contract. Should such a default occur, the injured party shall deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such date may not be sooner than the 30th day following receipt of the notice. The injured party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures such default, then the proposed termination shall be ineffective. If the defaulting party fails to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this Participation Contract as of such date. The Director may give such notice for the purposes of this Contract.

## V. MISCELLANEOUS

### A. Independent Contractor

Developer is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Developer in such capacity. The City of Houston will have no control or supervisory powers as to the detailed manner or method of the Developer's performance of the subject matter of this Participation Contract. All personnel supplied or used by Developer shall be deemed employees or subcontractors of Developer and will not be considered employees, agents or subcontractors of the City of Houston for any purpose whatsoever. Developer shall be solely

responsible for the compensation of all such personnel, for the withholding of income, social security and other payroll taxes and for the coverage of all worker's compensation benefits.

B. Force Majeure

"Force Majeure" includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other incapacities of either party to carry out its obligations under this Participation Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

If, because of Force Majeure any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Participation Contract, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party given the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

C. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the

Developer or the City in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

D. Entire Agreement

This Participation Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are not other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in the preamble of this Participation Contract or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

F. Acceptance and Approval

An approval by the Public Works Engineer, or by any other instrumentality of the City, of any part of Developer's performance shall not be construed to waive compliance with this Participation Contract or to establish a standard of performance other than required by this Participation Contract or by law. The Public Works Engineer is not authorized to vary the terms of this Participation Contract.

G. Inspections and Audits

Representatives of the City shall have the right to perform, or cause to be performed, (1) audits of the books and records of the Developer relating to the Project, and (2) and inspections of all

places where work is undertaken in connection with the Project. The Developer shall be required to keep such books and records available for such purpose for at least three (3) years after the ceasing of its performance under this Participation Contract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

H. Enforcement

The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Participation Contract without further authorization. Developer covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining Developer's compliance with this Participation Contract, with the exception of those documents made confidential by federal or State law or regulation.

I. Risk of Loss

Risk of loss or damage to the Project shall pass from the Developer to the City upon Closing.

J. Non-Waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

K. Developer Debt

IF DEVELOPER, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT DEVELOPER HAS

INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY DEVELOPER IN WRITING. IF DEVELOPER DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO DEVELOPER UNDER THIS AGREEMENT, AND DEVELOPER WAIVES ANY RECOURSE THEREFOR.

**DEVELOPER PARTICIPATION CONTRACT  
70 PERCENT REIMBURSEMENT**

**THIS DEVELOPER PARTICIPATION CONTRACT** ("Contract") is made on the Countersignature Date by and between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council and \_\_\_\_\_ ("Developer"), a \_\_\_\_\_ doing business in the State of Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

<u>City</u>	<u>Developer</u>
Director of Department of Public Works and Engineering or Designee City of Houston P.O. Box 1562 Houston, Texas 77251	_____ _____ _____ _____

**PREAMBLE**

**WITNESSETH:**

**WHEREAS**, the Developer intends to develop a tract located within the municipal boundaries of the City; and

**WHEREAS**, the Developer has paid all impact fees required by the City for such development for \_\_\_\_\_; and

**WHEREAS**, it is necessary to construct the project described in Exhibit "A" (the "Project"); and

**WHEREAS**, the City and the Developer have determined that the Developer shall/shall not oversize the Project; and

**WHEREAS**, the City has agreed to participate in the cost of the Project in an amount not to exceed \_\_\_\_\_;

**NOW, THEREFORE**, the City and the Developer hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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**L. Survival.....24**

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**Exhibit “A”: Description of Project**

**Exhibit “B”: Request for Reimbursement of Eligible Storm Drainage Costs**

All of the above described sections and exhibits are hereby incorporated into this Contract by this reference for all purposes.

**IN WITNESS HEREOF**, the City and the Developer have made and executed this Participation Contract in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):  
WITNESS (if not a corporation):

\_\_\_\_\_  
"Developer"

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Tax Identification No. \_\_\_\_\_

CITY OF HOUSTON  
BY:

COUNTERSIGNED  
BY:

\_\_\_\_\_  
Director, Department of Public  
Works and Engineering

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

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

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

\_\_\_\_\_

## I. DEFINITIONS

"City" is identified in the Preamble and includes its successors and assigns.

"Closing" is described in Article III.

"Code of Ordinances" is the City of Houston Code of Ordinances.

"Construction Date" is described in Article IVA.

"Detention Facility Allocation" means the total cost of a Detention Facility constructed pursuant to a Developer Participation Agreement under §47-164 of the Code of Ordinances divided by the total number of lots projected by the Developer to be served by such facility, regardless of whether the lots were or will be developed in conjunction with this Contract.

"Developer" is identified in the Preamble and is the owner of the Property identified in Exhibit "A". Developer also includes any successor in title to any portion of the Property, except to Retail Purchaser, but any Developer that is not an assignee of this Participation Contract is subject only to the agreement required under Subsection II E (4) below.

"Director" means the Director of Public Works and Engineering or such person as he and she may designate for the purpose of administering this Contract.

"Eligible Construction Costs" means the full cost of materials, labor and related testing necessary for construction of the Main, as well as cost of construction management performed by independent contractors of Developer and the actual costs of publishing notice of bids for construction of the Project in accordance with Local Government Code Section 252.041 or any successor statute, but excludes all costs of lift stations and applicable permits of all kinds, which shall not be reimbursed by the City under this Contract.

"Eligible Costs" means Eligible Design, Construction, Over Sizing, and where applicable, Storm Drainage Costs.

"Eligible Design Costs" means the full cost of survey, design, and related testing services necessary for the water and wastewater Main, which services are performed by independent contractors to the Developer, but excludes the cost of applicable permits of all kinds, which shall not be reimbursed by the City under this Contract.

"Eligible Over Sizing Costs" means the actual incremental costs of design and construction of water and wastewater Main sized at the request of the Director in excess of the capacity necessary for the residential units to be served by the Project.

"Eligible Storm Sewer Drainage Costs" means, for new low or moderate cost single family homes only, the actual cost, not to exceed \$3,000 per lot including allowable interest, of design, testing, and construction of storm sewer drainage for each lot. It includes either (a) the Detention Facility Allocation for each lot or (b) the portion of any required flood control impact fee attributable to such lot. The cost of applicable permits of all kinds is excluded from Eligible Storm Sewer Drainage Costs and will not be reimbursed under this Contract.

"Interest Rate" means \_\_\_ %.

"Low or Moderate Cost" has the meaning set out in Section 47-164 (3) of the City of Houston Code of Ordinances.

"Main" means water, wastewater and storm water facilities eligible for reimbursement under Section 47-164 of the Code of Ordinances.

"Participation Contract" means this contract.

"Project" is defined in Exhibit "A".

"Property" is the land described in Exhibit "A".

"Related Entity" means, with respect to any party which has been an Developer hereunder: (i) any spouse, parent, child, grandchild, brother or sister of such Developer; or (ii)

any person or entity (A) that directly or indirectly controls or is controlled by or is under common control with such Developer, (B) that is an officer of, partner in or trustee of, or serves in a similar capacity with respect to, such Developer or of which such Developer is an officer, partner or trustee, or with respect to which such Developer serves in a similar capacity, or (C) that is the beneficial owner, directly or indirectly, of 10% or more of any class of equity securities of such Developer or of which such Developer is directly or indirectly the owner of 10% or more of any class of equity securities.

“Retail Purchaser” is a fee title purchaser of one Single Family Residence within the Property, who actually resides at the Single Family Residence.

"Single Family Residence" has the meaning set out in Section 42-1 of the City of Houston Code of Ordinances.

## **II. DUTIES OF DEVELOPER**

### **A. Water, Wastewater, and Storm Sewer Capacity; Engineering Drawings**

Before executing this contract, Developer shall (i) obtain all necessary water and wastewater and storm drainage capacity for the Project as required by the Director, and (ii) submit to the Director basic engineering drawings showing the location of the water, wastewater, and if applicable, storm sewer lines. If applying for Eligible Storm Sewer Drainage Costs, Developer shall furnish the Director with pre-qualifying information requested by the Director.

### **B. Construction of the Project**

(1) Developer must obtain preliminary plat approval from the City Planning Commission within 120 days of the effective date of this Agreement.

(2) Before the Project may be awarded, (i) the Developer must obtain final plat approval from the City Planning Commission and (ii) must submit to the Director and obtain his

or her approval of all plans and drawing for the Project. Any change made by Developer to the final plans must be approved in advance by the Director.

(3) The Developer shall require its construction contractor(s) to construct the Project in a good and workmanlike manner in accordance with the engineering design approved by the Director prior to construction. The Developer shall provide all engineering required for construction of the Project.

(4) The Developer shall require its construction contractor(s) to provide performance and payment bonds in accordance with the requirements of §212.073 of the Texas Local Government Code. The amount of the performance and payment bonds shall be the full cost of Developer's construction contract. The Developer shall also require its contractor(s) to provide one-year maintenance and surface restoration bonds as required by the permit. The Developer and the City shall be dual obligees for the performance and payment bonds (Developer is primary obligee), and the City shall be the obligee for the maintenance and surface restoration bonds. Developer shall submit original duplicates of these bonds on form re-approved by the City Legal Department, to the Office of the City Engineer prior to award of the construction contract for the Project. Provided, if the City does not approve or request corrections to the bonds within ten working days of its receipt of the bonds, the Developer may award the construction contract for the Project.

(5) Before the Notice to Proceed for the Project may be issued, the Developer shall require the contractor to obtain from the Director each permit (water, wastewater, storm sewer main as applicable) required to construct the Project.

(6) Developer shall acquire all lands and rights-of-way necessary to construct the Project. Developer shall coordinate with the City and other utilities to minimize the possibility

of damage to utilities in the Project area. Upon completion of the Project, Developer shall ensure that the Project is free and clear of all liens and encumbrances, including mechanics liens and purchase money security interests.

(7) Developer must award the contract for construction of the Project on the basis of competitive bids. Developer shall follow bidding requirements of Chapter 252 of the Texas Local Government Code (lowest responsible bidder) unless the construction contract (including the unreimbursed amount) is less than \$50,000.

(8) Developer shall keep the Director reasonably informed regarding the progress of the Project as required by the Director. Developer shall notify and provide reasonable documentation for the Director for the following events: (1) advertisement for bids, (2) award of construction contract (including copies of bonds and insurance), (3) Notice to Proceed, (4) default of the contractor (if it occurs), and (5) completion of the Project such that it is ready for inspection by the City. The Project shall not be considered complete, and Developer or its contractor shall not connect the Project to the City's utility system until the Director issues a certificate of final completion.

(9) The Project shall be commenced and completed by the Developer in the time periods required by Article IV.

### **C. INDEMNIFICATION**

**DEVELOPER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, AND LIABILITY, INCLUDING DEFENSE**

**COSTS, RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF THE DEVELOPER (INCLUDING DEVELOPER'S CONTRACTORS AND SUBCONTRACTORS) IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS PARTICIPATION CONTRACT. DEVELOPER FURTHER EXPRESSLY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS, AND DAMAGES RELATING IN ANY WAY TO THE ACTUAL OR ALLEGED JOINT AND/OR CONCURRENT NEGLIGENCE OF THE CITY AND DEVELOPER (INCLUDING DEVELOPER'S CONTRACTORS AND SUBCONTRACTORS) ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT, FOR A PERIOD OF UP TO 4 YEARS AFTER THE DATE OF CLOSING.**

**IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN CONTRACT BY THE DEVELOPER TO INDEMNIFY AND PROTECT THE CITY FROM THE CITY'S OWN NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.**

**THE INDEMNITY PROVISION PROVIDED HEREIN SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND WHERE BODILY INJURY, DEATH, OR DAMAGE RESULTS ONLY FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH ANY FAULT OF THE DEVELOPER.**

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF THE DEVELOPER UNDER THIS INDEMNITY PROVISION SHALL NOT EXCEED \$1,000,000 PER OCCURRENCE.**

D. Insurance

Developer shall maintain in effect certain insurance coverage, which is described below.

Developer may satisfy this requirement through insured policies in the name of its Contractor.

(1) Risks and Limits of Liability. Developer shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers Compensation	Statutory for Worker's Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability Insurance (for automobiles used by the Developer in the course of its performance under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$1,000,000 combined single limit per Occurrence

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

(2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Developer from its duties to provide the

required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.

(3) Issuers of Policies. The issuer of any policy (i) shall have a Certificate of Authority to transact insurance business in Texas or (ii) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.

(4) Insured Parties. Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

(5) Deductibles. Developer shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

(6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice. Developer shall give written notice to the Director within five days of the date on which total claims by any party against Developer reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

(7) Subrogation. Each policy except Professional Liability (if required) must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

(8) Endorsement of Primary Insurance. Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

(9) Liability for Premium. Developer shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

(10) Subcontractors. Developer shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence.

(11) Proof of Insurance.

- (a) Before issuance of the Notice to Proceed for the Project, Developer shall furnish the Director with Certificates of Insurance, along with an Affidavit from Developer confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Developer shall furnish the City with certified copies of Developer's actual insurance policies.
- (b) Developer shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Developer does not comply with this requirement, the Director, at his or her sole discretion, may
  - a. immediately suspend Developer from any further performance under this Agreement and begin procedures to terminate for default, or
  - b. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Developer under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

E. Sale of Property

Developer shall convey the Property or portions thereof only as follows:

- (1) To Retail Purchasers by fee simple deed;
- (2) To family members within the first degree of consanguinity or affinity by lease.
- (3) To a natural person by a qualified lease. A qualified lease is any rental, lease, lease-purchase or other financial arrangement that does not convey title to the person, but only if such qualified lease is authorized by a City approved lease-purchase program; or
- (4) To a purchaser who agrees in writing:
  - a. To construct only Single Family Residences on the single family residential lots covered by this Participation Contract;
  - b. To abide by the requirements of this Subsection II E; and
  - c. That the City as a third-party beneficiary may enforce the provisions of this Section II E in the event the purchaser violates any of such provisions.

Once the purchaser has agreed to these conditions in the written contract, the Developer shall not be held in default on account of actions by such purchases or subsequent purchasers who violate the terms of the contract executed pursuant to (4). (In the event the Developer and purchaser desire to obtain an assignment of the Participation Agreement, such Developer and purchaser must obtain the written approval of the assignment from the Director.)

The Director shall monitor Developer's development and sale of the Property for compliance with the Participation Contract, including this Section II E.

F. Compliance with Laws

Developer shall comply with all applicable state and federal laws and regulations as well as all provisions of the City of Houston Charter and Code of Ordinances, including all applicable provisions of Chapter 47 of the Houston Code of Ordinances.

**III. DUTIES OF CITY**

A. Payment by City

After substantial completion of the Project and upon inspection and certification by the Director that construction of at least 25 percent of the housing to be served by the Project has been completed, the Director shall schedule the closing for payment to the Developer ("Closing") at a time and place convenient to the parties.

At least 30 days before the date of Closing, Developer shall provide the Director of PW&E:

(1) An accounting of all Eligible Costs, including records and vouchers for all payments made by the Developer for Eligible Costs. Developer shall provide all documentation of Eligible Costs as required by the Director.

(2) A certified copy of the subdivision or development plat and all documents necessary and required by the City Attorney to vest title to the Project in the City free and clear of any encumbrances.

(3) Record drawings of the Project signed by the Project engineer. (?)

(4) Construction contractor's certificate of payment to subcontractors and material suppliers.

(5) Certificate of final completion of the Project executed by the Office of the City Engineer.

(6) Copy of acceptance letter for the Project signed by the Office of the City Engineer.

(7) Certification signed by the Developer that it has complied with the requirements of Section II E, Sale of Property.

Within 30 days after Developer completes the closing requirements, subject to the Limitation of Appropriation set out in Section B below, the City shall pay for water and wastewater Main as follows:

The Sum of:

- (a) 100 percent of the Eligible Over Sizing Costs for the Main,
- (b) 70 percent of the balance of Eligible Construction Costs for the Main,
- (c) 100 percent of the Eligible Design Costs,
- (d) Interest on the reimbursement cost as calculated above at the interest rate described in Article I of this Contract for the period of time between the Developer's loan disbursement and payment by the City.

For Projects serving single family housing that is sold at low or moderate cost as defined in Section 47-164 of the Code of Ordinances only, the City shall pay Developer, in addition to the above costs, Eligible Storm Sewer Drainage Costs (including the Detention Facility Allocation as set out in Section IV A and interest calculated at the rate set out in Article I from the date of loan disbursement up to the Date of Closing only) up to a maximum amount of \$3,000 per lot, upon proof furnished to the Director that lot and housing unit have been sold for low or moderate cost and that the Developer has complied with Section II E, Sale of Property. The City shall pay Eligible Storm Sewer Drainage Costs during the period beginning with the date of Closing and ending on the third anniversary of the Construction Date ("the Storm Sewer Reimbursement

Period"). In order to receive payment of such costs, the Developer shall submit to the Director a "Request for Reimbursement of Eligible Storm Drainage Costs" in the form set out in Exhibit "B" in accordance with procedures and including documentation to be established by the Director. The City shall not pay and Developer shall not be entitled to receive reimbursement for Eligible Storm Sewer Drainage Costs for any lots sold after the Storm Sewer Reimbursement Period expires, except as provided for the Detention Facility Allocation in Section IV A (3). The City shall never be obligated to pay Developer any amount in excess of the Appropriated Funds set out for Eligible Storm Sewer Drainage Costs regardless of the number of homes sold.

B. Limit of Appropriation

(1) The City's duty to pay money to Developer under this Contract is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated (a) the sum of \$\_\_\_\_\_ to pay money due for Eligible Design, Construction, and Over Sizing Costs, including interest, and (b) the sum of \$\_\_\_\_\_ to pay for Eligible Storm Sewer Drainage Costs, including interest, under this Contract (the "Appropriated Funds"). The City Council of the City, in its discretion, may appropriate additional funding for this Contract, but it is not obligated to do so.

#### **IV. TERM AND TERMINATION**

A. This Contract is effective on the date of countersignature by the City Controller and shall remain in effect for the combination of the following terms:

(1) From the Effective Date until the actual date on which Developer issues a Notice to Proceed with construction of the Project ("Construction Date"), which term shall not exceed 18 months, and

(2) If the Closing Date is 3 years or less after the Construction Date, then until the City has reimbursed Developer for Eligible Design, Construction, and Over Sizing Costs. Provided, however, the Director may grant a time extension not to exceed one additional year.

**FAILURE OF THE DEVELOPER TO COMPLETE PERFORMANCE OF ITS APPLICABLE OBLIGATIONS UNDER THIS CONTRACT WITHIN EITHER OF THE TIME PERIODS SET OUT ABOVE SHALL CONSTITUTE A DEFAULT OF THIS CONTRACT BY DEVELOPER AND SHALL TERMINATE THE CITY'S DUTY TO REIMBURSE DEVELOPER FOR ANY ELIGIBLE COSTS HEREUNDER OR FOR ANY COSTS WHATSOEVER AND SHALL CONSTITUTE A WAIVER BY DEVELOPER OF ANY RIGHT TO CLAIM SUCH REIMBURSEMENT OR ANY OTHER COSTS OR DAMAGES ARISING OUT OF THE CONTRACT OR THE DESIGN AND CONSTRUCTION OF THE PROJECT. DEVELOPER'S FAILURE TO COMPLETE ITS OBLIGATIONS TIMELY AS SET OUT ABOVE SHALL NOT REQUIRE THE CITY TO GIVE NOTICE OF DEFAULT AS DESCRIBED BELOW OR TO GIVE DEVELOPER ANY TIME TO CURE.**

(3) For Projects serving low or moderate cost single family housing only, from the Closing Date through the end of the Storm Sewer Reimbursement Period, as set out in III A above. Developer shall not be entitled to reimbursement for any Eligible Storm Sewer Drainage Costs if it fails to meet either of the deadlines in (1) and (2) above. Developer shall not be

entitled to receive reimbursement for Eligible Storm Sewer Drainage Costs on any lot not built on and sold at low or moderate cost within the time period specified in this section.

Notwithstanding the foregoing, however, the City shall reimburse the Developer for the Detention Facility Allocation for eligible lots with homes sold for low or moderate cost even if the Detention Facility itself was constructed under a previous Developer Participation Contract. The amount of interest payable on any Detention Facility Allocation shall never exceed the amount of interest payable on the Detention Facility Allocation pursuant to the Developer Participation Contract under which the Detention Facility was constructed.

B. For any other reason except Developer's failure to complete its obligations timely, either party may terminate its performance under this Contract in the event of default by the other party and a failure by that party to cure such default after receiving notice thereof, all as provided in this Section. Default shall occur if a party fails to observe or perform any of its duties under this Participation Contract. Should such a default occur, the injured party shall deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such date may not be sooner than the 30th day following receipt of the notice. The injured party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the defaulting party cures such default, then the proposed termination shall be ineffective. If the defaulting party fails to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this Participation Contract as of such date. The Director may give such notice for the purposes of this Contract.

If the default is for a violation of Section II E, among other remedies available to the City, the City may recover from the Developer all money paid to the Developer under this

Participant Contract and/or debar the Developer and Related Entities from Participation Contracts.

In the event this Contract is terminated due to default of the Developer or the Developer abandons the Project, either of which event is before the construction contractor finishes the Project, the City reserves the right to continue the construction contract and utilize any unexpended funds for this Contract to reimburse the construction contractor.

## V. MISCELLANEOUS

### A. Independent Contractor

Developer is engaged as an independent contractor, and Developer shall accomplish all of the services provided for herein in such capacity. The City of Houston shall have no control or supervisory powers as to the detailed manner or method of the Developer's performance of the subject matter of this Participation Contract. All personnel supplied or used by Developer shall be deemed employees or subcontractors of Developer and shall not be considered employees, agents or subcontractors of the City of Houston for any purpose whatsoever. Developer shall be solely responsible for the compensation of all such personnel, for the withholding of income, social security and other payroll taxes and for the coverage of all workers' compensation benefits.

### B. Force Majeure

"Force Majeure" includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inability of either party to carry out its obligations under this Participation Contract, except strikes or labor disputes and breakage or damage to machinery or

equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

If, because of Force Majeure any party hereto is rendered unable, wholly or in part, to carry out its obligations under this Participation Contract, then such party shall give to the other party prompt written notice of the Force Majeure with reasonable full details concerning it; thereupon the obligation of the party given the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible, but his obligation shall not be deemed to require the settlement of any strike, lockout, or other labor difficulty contrary to the wishes of the party involved.

C. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the Developer or the City in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

D. Entire Agreement

This Participation Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are not other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

E. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in the preamble of this Participation Contract or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

F. Acceptance and Approval

An approval by a Director, or by any other instrumentality of the City, of any part of Developer's performance shall not be construed to waive compliance with this Participation Contract or to establish a standard of performance other than required by this Participation Contract or by law. A Director is not authorized to vary the terms of this Participation Contract.

G. Inspections and Audits

Representatives of the City shall have the right to perform, or cause to be performed, (1) audits of the books and records of the Developer relating to the Project, and (2) inspections of all places where work is undertaken in connection with the Project. The Developer shall be required to keep such books and records available for such purpose for at least three (3) years after the ceasing of its performance under this Participation Contract. Nothing in this provision shall affect the time for bringing a cause of neither action nor the applicable statute of limitations.

H. Enforcement

The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Participation Contract without further authorization. Developer

covenants to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining Developer's compliance with this Participation Contract, with the exception of those documents made confidential by federal or State law or regulation.

I. Risk of Loss

Risk of loss or damage to the Project shall pass from the Developer to the City upon closing.

J. Non-Waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

K. Business Structure and Assignments

The Developer shall not assign this Contract at law or otherwise or dispose of all or substantially all of its assets without the prior written consent of the Director. If the Developer desires approval of an assignment, the Developer shall immediately furnish the Director:

- (1) proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee;
- (2) an original Affidavit of Ownership and Control of the Assignee; and
- (3) all pre-qualifying information requested by the Director.

The Developer shall not delegate any portion of its performance under this Contract without obtaining prior written consent from the Director.

Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. Provided, however, the Developer must provide the Directors the information described in item (1) above.

L. Survival

Developer shall remain obligated to the City under all clauses of this Participation Contract that expressly or by their nature extend beyond the expiration or termination of this Participation Contract, including Sections II C (Indemnity) and II E (Sale of Property).

M. Developer Debt

IF DEVELOPER, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT DEVELOPER HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY DEVELOPER IN WRITING. IF DEVELOPER DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO DEVELOPER UNDER THIS AGREEMENT, AND DEVELOPER WAIVES ANY RECOURSE THEREFOR.

## INSTRUCTIONS

### REQUEST FOR REIMBURSEMENT

#### ELIGIBLE STORM SEWER DRAINAGE COSTS

Per Section 47-164 of the Code of Ordinances, as amended, a developer who has entered into a Contract for Developer Participation (Contract), and has constructed and sold new low or moderate cost single family homes as specified in the Contract, may be reimbursed for certain Eligible Storm Sewer Drainage Costs:

The Developer may submit a "Request for Reimbursement of Eligible Storm Sewer Drainage Costs" to: Director, Department of Housing and Community Development, ATTN: Assistant Director, Economic Development/Investments, 601 Sawyer St., 4<sup>th</sup> Floor, Houston, Texas 77007.

The request may be in the form of a letter or invoice requesting payment, and should include the following as documentation:

- Copy of the closing statement providing proof each home for which reimbursement is requested has been sold,
- Contract number of the developer participation contract,
- Record drawings showing the Project and housing to be developed, including storm drainage facilities subject to reimbursement,
- Documentation showing date of developer's loan disbursement,
- Accounting of all eligible Storm Sewer Drainage Costs, including records and vouchers for all payments made by the Developer for such costs,
- Copy of a certification by the Assistant Director of Public Works & Engineering Department showing final completion of the Project (including water, wastewater, and storm sewer/detention,
- Copy of a certification by the Assistant Director of Public Works & Engineering Department showing that construction is completed on at least 25% of the houses to be served by the Project.
- Copy of the signed Impact Fee Waiver Request Form for each home address.

Requests for Reimbursement are to be submitted not more frequently than one per month, with payments anticipated to be made within 30 days of submission of all requested information and invoice, and approval of the invoice in accordance with City policy. Due to limitations on funding available for reimbursements, it is the policy of the Department to limit the total amount of payments for any one contract to not more than \$240,000.

Except for developments having fewer than five units, requests for reimbursement may be submitted for not less than five homes at a time.

Contact: Assistant Director, Economic Development/Investments, Department of Housing and Community Development, 713/868-8338.

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

RCA# 7786

Subject: Approve an Amending Ordinance to Increase the Spending Authority for Interlocal Agreements to Procure Technology-Related Products/Services

Category #  
4 & 5

Page 1 of 2

Agenda Item

[45] #0

FROM (Department or other point of origin):  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

Origination Date  
March 26, 2008

Agenda Date  
APR 09 2008  
~~APR 08 2008~~

DIRECTOR'S SIGNATURE  
*Calvin D. Wells*

Council District(s) affected  
All

For additional information contact:  
Richard Lewis Phone: (832) 393-0082  
Ray DuRousseau Phone: (713) 247-1735

Date and Identification of prior authorizing Council Action:  
Ord. No. 2005-0322; passed 3/30/2005

RECOMMENDATION: (Summary)  
Approve an amending ordinance to increase the spending authority for interlocal agreements between the City of Houston, Texas Department of Information Resources (DIR) and Fairfax County, Virginia by a total of \$60,000,000.00 to procure technology-related products and services for various departments.

Maximum Spending Authority Increased By: \$60,000,000.00 F & A Budget

Various funds for various departments.

SPECIFIC EXPLANATION:

Background

Beginning in the 1980's, the Texas Legislature began to recognize the potential benefits of information and communication technology to reduce the cost of state and local government. As a result, acts of the Legislature since that time have streamlined the procurement processes and provided cooperative purchasing programs between the state and political subdivisions, i.e., counties, cities, school districts, etc.

In March of 2005, City Council approved interlocal agreements with the Texas Department of Information Resources (DIR) and Fairfax County, Virginia for technology products and services in the total amount of \$65,000,000.00.

Recommendation

The City Purchasing Agent recommends that City Council approve an amending ordinance to increase the spending authority for both agreements by a total of \$60,000,000.00 to procure technology-related products and services for various departments. Individual purchases over \$100,000 will require separate Council approval, and the Information Technology Department will continue to provide quarterly reports to Council detailing spending under each agreement.

The interlocal agreements with DIR, (Contract No. C6844), and Fairfax County, Virginia, (Contract No. C6843) will provide technology products and services for all City Departments and will significantly reduce the amount of staff time required to develop specifications and bid items for IT hardware, software and related services. The maximum interlocal agreements increase is needed to sustain the Departments through the end of the agreement terms (DIR/April 2010 and Fairfax County, VA/April 2009). Additional changes made by the 2007 Texas Legislature have delegated State contracts to be administered by DIR. This change allows the City to leverage numerous existing State contracts, which have increased the utilization of the DIR Go-Direct program.

REQUIRED AUTHORIZATION

F&A Director:

Other Authorization:

Other Authorization:

Date: 3/26/2008	Subject: Approve an Amending Ordinance to Increase the Spending Authority for Interlocal Agreements to Procure Technology-Related Products/Services	Originator's Initials MS	Page 2 of 2
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**M/WBE Compliance:**

All purchases made pursuant to the interlocal agreements between DIR, Fairfax County, Virginia and the City valued at \$100,000.00 or greater are assessed in terms of divisibility of the work and the MWBE capacity related to the type of work to be performed. The City assigns the MWBE participation goal in the pre-procurement phase and is stated in each purchase order issued.

Buyer: Murdock Smith

**REQUEST FOR COUNCIL ACTION**

RCA# 7704

**TO:** Mayor via City Secretary

**Subject:** Ordinance Authorizing a First Amendment to Contract No. C56218 for Animal Licensing Services for the Health & Human Services Department  
LC-N-0769-027-20150-A1

Category #  
4

Page 1 of 1

Agenda Item

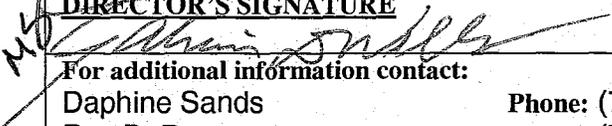
**46#**

**FROM (Department or other point of origin):**  
Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**  
February 05, 2008

**Agenda Date**  
APR 09 2008  
~~APR 02 2008~~

**DIRECTOR'S SIGNATURE**

*MS*  


**Council District(s) affected**  
All

**For additional information contact:**  
Daphne Sands Phone: (713) 794-9197  
Ray DuRousseau Phone: (713) 247-1735

**Date and Identification of prior authorizing Council Action:**  
Ord. No. 2004-0808; Passed July 28, 2004

**RECOMMENDATION: (Summary)**

Approve an ordinance authorizing a first amendment to Contract No. C56218 between the City of Houston and PetData, Inc. to modify the original scope of services for the Health & Human Services Department.

Revenue Contract

F & A Budget

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an ordinance authorizing a first amendment to Contract No. C56218 between the City of Houston and PetData, Inc. to modify the original scope of services for the Health & Human Services Department. This contract was awarded on July 28, 2004 by Ordinance No. 2004-0808 for a three-year term, with two one-year options to extend, for a total five-year term.

The amendment will modify the original scope of services to allow City residents to purchase new and/or renewal pet licenses online. Under the current contract, PetData, Inc. provides over-the-counter services to issue dog and cat licenses, including license tags, vaccination certificate books for veterinarians, return envelopes for registration, renewal notices, reminder notices, revenue collection; and deposit and deficiency notices when fees are unpaid. The contractor accesses the licensing data electronically for data entry and maintenance; the City's Bureau of Animal Regulation and Care (BARC) remains the proprietary owner/retainer of all primary licensing data by State law.

PetData, Inc. proposes to provide City residents an option to continue mailing in the appropriate paperwork and payment for pet license renewals/purchases, or processing the registration online upon submittal of the appropriate paperwork. There is no charge for the mail-in option; however, residents will be charged a minimal fee of \$1.75 to use the online option; the contractor charges a convenience fee of \$1.75 per transaction to its other user-clients to help offset the costs of installation and maintenance of the website and to pay for incurred transaction fees. The City will be charged \$1.95 per transaction if a merchant account is utilized for revenue deposits. Additionally, PetData, Inc. will set up an online credit card option, and a donation module that allows customers to make voluntary donations to BARC, free of charge.

This contract amendment will require the contractor to provide all labor, tools, transportation and supplies necessary to undertake the management of the existing dog and cat license program.

Buyer: Wanda Gale

**REQUIRED AUTHORIZATION**

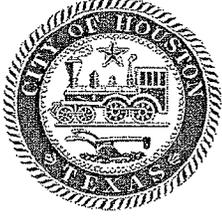
F&A Director:

Other Authorization:

Other Authorization:

*NOT*

*RD*



# CITY OF HOUSTON

## Interoffice

Correspondence

To: Marty Stein, Agenda Director

From: *Stephen L. Williams*  
Stephen L. Williams, Director  
Health and Human Services

Date: April 4, 2008

CC:

Subject: Pet Data – On-Line Registration

Council Members Holm and Clutterbuck requested additional information related to pet licensing at the April 2<sup>nd</sup> council meeting. The Pet Data contract was originated in July, 2004 to manage all aspects of pet licensing in the City of Houston.

Council Member Holm questioned the need for the Pet Data contract and wanted to know why people could not license their pet directly through the Bureau of Animal Regulation and Care (BARC).

- Pet Data was contracted to provide all materials and labor necessary, including license tags, vaccination certificate books, return envelopes, renewal notices, reminders notices, postage, documentation and reporting, for pet licensing in the City of Houston. With the initiation of the Pet Data contract, BARC reassigned or eliminated the FTEs and supply budget for licensing.
- The public can purchase a license while visiting BARC.

CM Holm also suggested that the vaccinating veterinarians should receive the \$1.75 transaction fee for licensing rather than Pet Data.

- The Pet Data contract expires in August, 2008. HDHHS will discuss pet licensing issues with the Human Services and Technology Access Committee prior to extending the current contract or issuing a request for proposal for a new contract. We welcome greater participation from veterinarians in licensing and will eagerly explore all options available.

CM Clutterbuck asked for information about the number of rabies vaccines administered and licenses issued and whether Pet Data was accessible from the BARC web site.

- Per Kent Robertson: 44,128 dog and cat licenses were sold in FY07. Houston veterinarians have not historically submitted rabies vaccination records to BARC or Pet Data, as required by law, so it is unknown the total number of vaccines administered.
- The BARC page link to Pet Data is: <http://www.houstontx.gov/health/BARC/index.html>

Licensing of dogs and cats is an important aspect of an effective urban rabies control program. On-line licensing is the logical next step in municipal data management and may be useful in building public support for greater veterinarian cooperation.

Please feel free to call me if you have additional questions.

**SUBJECT:** Professional Engineering Services Contract between the City and Kimley-Horn & Associates, Inc. for a comprehensive city mobility planning tool.  
WBS No. N-000662-0031-3; File No. SB9316.

**Category**  
**Page** 1 of 1  
**Agenda Item #** 16

**FROM (Department or other point of origin):**  
Public Works and Engineering Department

**Origination Date**  
3/27/08

**Agenda Date**  
~~APR 09 2008~~

**DIRECTOR'S SIGNATURE:**  
*Michael S. Marcotte* 3/27/08  
Michael S. Marcotte, P. E., DEE

**Council District affected:**  
All

**[47]**

**For additional information contact:**  
Raymond D. Chong, P. E., P.T.O.E. (713) 837-0125  
Marlene Gafrick (713) 837-7760

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

**RECOMMENDATION: (Summary)** Approve an Ordinance authorizing an Engineering Services Contract with Kimley Horn & Associates, Inc. and allocating funds.

**Amount and Source of Funding:** \$596,616.00 Mobility Response Team Fund 2304

*Peelke* 03/27/08 **F&A Budget**  
*Michelle Mitchell*

**PROJECT NOTICE/JUSTIFICATION:** This project is a joint effort between the Public Works & Engineering Department and the Planning & Development Department to improve regional mobility and enhance growth in the Greater Houston Region. The city mobility planning tool will provide an objective and quantitative method allowing for the study, identification and programming of potential transportation improvements to accommodate projected growth and development over the next two decades.

**DESCRIPTION/SCOPE:** The Consultant will develop a transportation modeling tool for City thoroughfares. Phase One will consist of the following deliverables and will be completed by December 31, 2008:

- **Project Management:** Provide an overall project management plan along with general management and bi-monthly meetings.
- **Data Collection:** Collect and document the data needed to complete Phase One.
- **Measures of Effectiveness Development (MOEs) & Criteria for Priority Corridors/Areas:** Develop measures of effectiveness and criteria for prioritization of transportation corridors/areas.
- **Mobility Tools:** Develop a comprehensive list of mobility tools representative of industry best practices and input from City staff.
- **Functional Street Classifications:** Develop a series of typical street cross sections and recommend new functional street classifications to be added to the existing functional street classification system for the City's Major Thoroughfare and Freeway Plan.
- **Model Development:** Fine tune the H-GAC regional travel demand model throughout the City of Houston.
- **City Mobility Plan:** The report shall include an executive summary, maps and a proposed list of priority corridors/areas. After the City has reviewed the draft report, the consultant will make changes and submit as final.

Other Phases providing site-specific analysis based on the delivered modeling tool may follow as funding permits.

**LOCATION:**  
This project area is located throughout the City.

**M/WBE INFORMATION:**

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

<u>Name of Firm</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. GUNDA Corporation, Inc.	Data Collection, Modeling, and Traffic Engineering	\$ 113,357.04	19%
2. Working Partner	Technical Writing	\$ 29,830.80	5%
	<b>TOTAL</b>	<b>\$ 143,184.84</b>	<b>24%</b>

**REQUIRED AUTHORIZATION** **CUIC ID# 20RXC21** *NDT*

**F&A Director:**  
*Michelle Mitchell*

**Other Authorization:**  
*Marlene Gafrick*  
Marlene Gafrick, Director,  
Planning & Development Department

**Other Authorization:**  
*Raymond D. Chong*  
Raymond D. Chong, P.E., P.T.O.E.  
Deputy Director, Traffic & Transportation Division

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MOTION NO. 2008 0231

APR 09 2008

MOTION by Council Member Lawrence that the following item be postponed for one week:

Item 29 - Motion by Council Member Khan/Seconded by Council Member Garcia to adopt recommendation from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Karen Riddle, Abel Permits, on behalf of Pedro Arreguin, for abandonment and sale of ±21,760-square-feet of excess dedicated Dacoma Street right-of-way from Hurfus Street to Karbach Street, adjacent to Lot 75 of the Eureka Acres Subdivision, Parcel SY8-010

Seconded by Council Member Green and carried.

Mayor Pro Tem Garcia, Council Members Lawrence, Johnson, Khan, Holm, Rodriguez, Brown, Lovell and Green voting aye

Nays none

Mayor White, Council Members Clutterbuck, Adams, Sullivan, Noriega and Jones absent

Mayor Pro Tem Garcia presiding

PASSED AND ADOPTED this 2nd day of April, 2008.

Pursuant to Article VI, Section 6 of the City Charter, the effective date of the foregoing motion is April 8, 2008.

City Secretary

<b>SUBJECT:</b> Request for the abandonment and sale of ±21,760-square-foot of excess dedicated Dacoma Street right-of-way from Hurfus Street to Karbach Street, adjacent to Lot 75 of the Eureka Acres Subdivision. <b>Parcel SY8-010</b>	<b>Category # 7</b>	<b>Page:</b> 1 of 2 <b>48</b>	<b>Agenda Item #</b> <b>29-3</b>
<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering	<b>Origination Date</b> 3/19/08	<b>Agenda Date</b> <del>MAR 26 2008</del>	
<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE, Director	<b>Council District affected:</b> H		<del>APR 08 2008</del> APR 09 2008 PSM
<b>For additional information contact:</b> Nancy P. Collins  Phone: (713) 837-0881 Senior Assistant Director-Real Estate	<b>Date and identification of prior authorizing Council Action:</b>		

**RECOMMENDATION: (Summary)** It is recommended City Council approve a council motion authorizing the abandonment and sale of ±21,760-square-foot of excess dedicated Dacoma Street right-of-way from Hurfus Street to Karbach Street, adjacent to Lot 75 of the Eureka Acres Subdivision. **Parcel SY8-010**

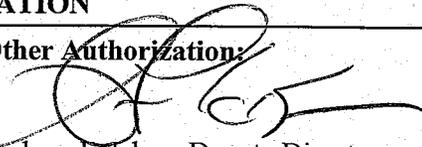
<b>Amount and Source of Funding:</b> Not Applicable	<b>F &amp; A Budget:</b>
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**SPECIFIC EXPLANATION:**  
Karen Riddle, Able Permits, 20810 Durand Oak Court, Cypress, Texas, 77433, on behalf of Pedro Arreguin, requested the abandonment and sale of ±21,760-square-foot of excess dedicated Dacoma Street right-of-way from Hurfus Street to Karbach Street, adjacent to Lot 75 of the Eureka Acres Subdivision. Pedro Arreguin, the abutting property owner, plans to use this vacant property for an on-premise sign that will adhere to all City permit requirements.

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

1. The City abandon and sell ±21,760-square-foot of excess dedicated Dacoma Street right-of-way from Hurfus Street to Karbach Street, adjacent to Lot 75 of the Eureka Acres Subdivision ;
2. The applicant be required to furnish the Department of Public Works and Engineering with a durable, reproducible (Mylar) survey plat and field notes of the affected property;
3. The applicant be required to obtain a letter of no objection from each of the privately owned utility companies for the utility easement being abandoned and sold;
4. The applicant be required to: (a) cut, plug, and abandon the existing 8-inch water main in the subject street right-of-way from Karbach Street to Hurfus Street and (b) construct an 8-inch water main in the portion of Dacoma Street right-of-way to remain from Karbach Street to Hurfus Street, all at no cost to the City and under the proper permits;
5. In the interest of expediting the abandonment and sale process, the applicant may choose to provide the City with a Letter of Credit (LOC), subject to the City's concurrence, covering the estimated construction cost for work required in Item 4 above in lieu of performing such work prior to finalization of the ordinance for this transaction. Should this option be selected, the applicant will be required to provide a LOC showing the City of Houston as beneficiary and in the amount of the estimated construction cost approved by the City. The LOC will be for a specific time period which may be less than but not longer than twelve months from the effective date of the ordinance for the transaction. Upon the applicant's satisfactory completion of the construction-related work as evidenced by written inspection clearance/approval by the Office of the City Engineer, PWE, at the applicant's request the City will release the LOC;

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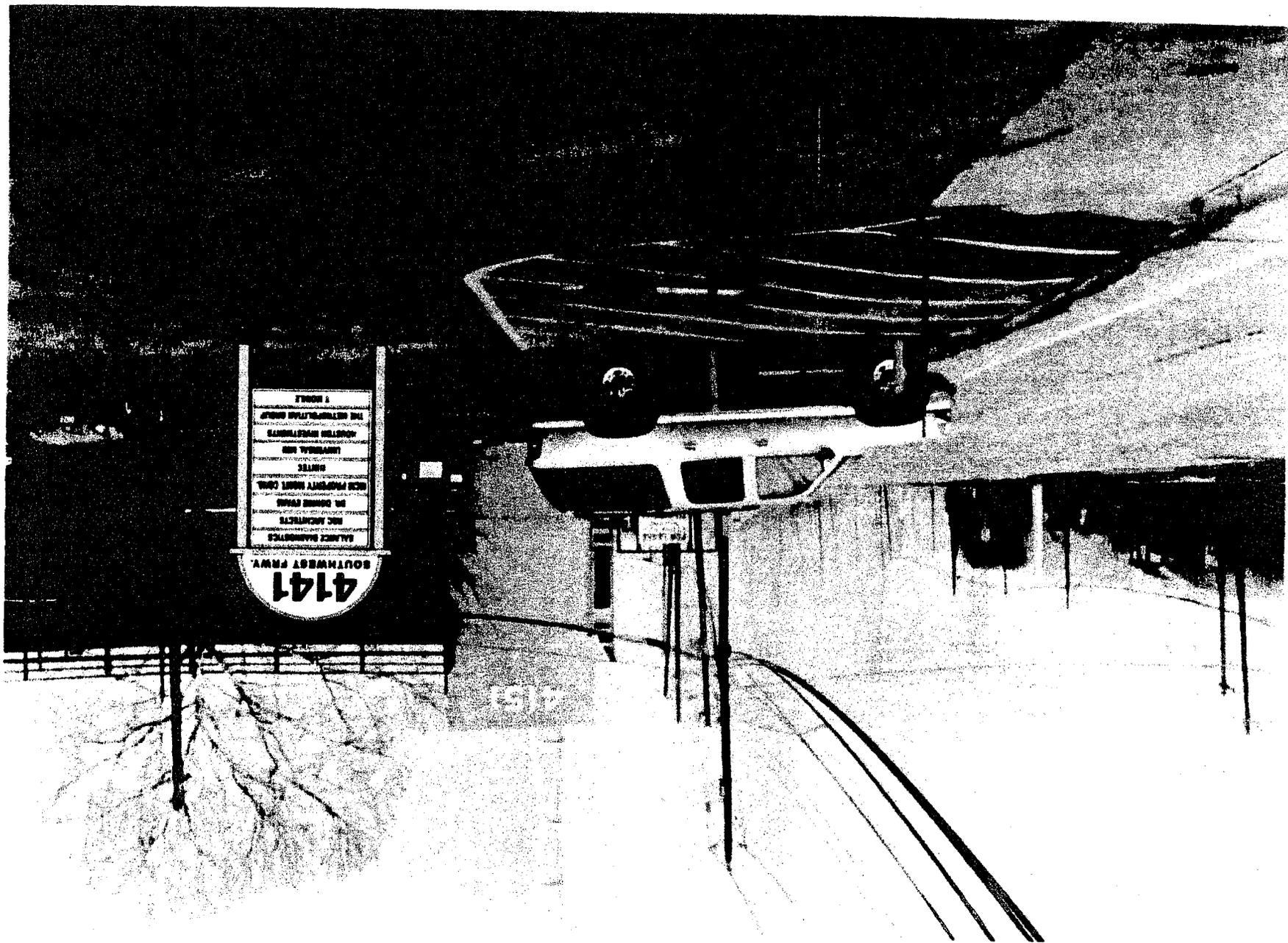
REQUIRED AUTHORIZATION		
<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Andrew F. Icken, Deputy Director Planning and Development Services Division

<b>Date:</b>	<b>Subject:</b> Request for the abandonment and sale of ±21,760-square-feet of excess dedicated Dacoma Street right-of-way from Hurfus Street to Karbach Street, adjacent to Lot 75 of the Eureka Acres Subdivision. <b>Parcel SY8-010</b>	<b>Originator's Initials</b> 	Page <b><u>2 of 2</u></b>
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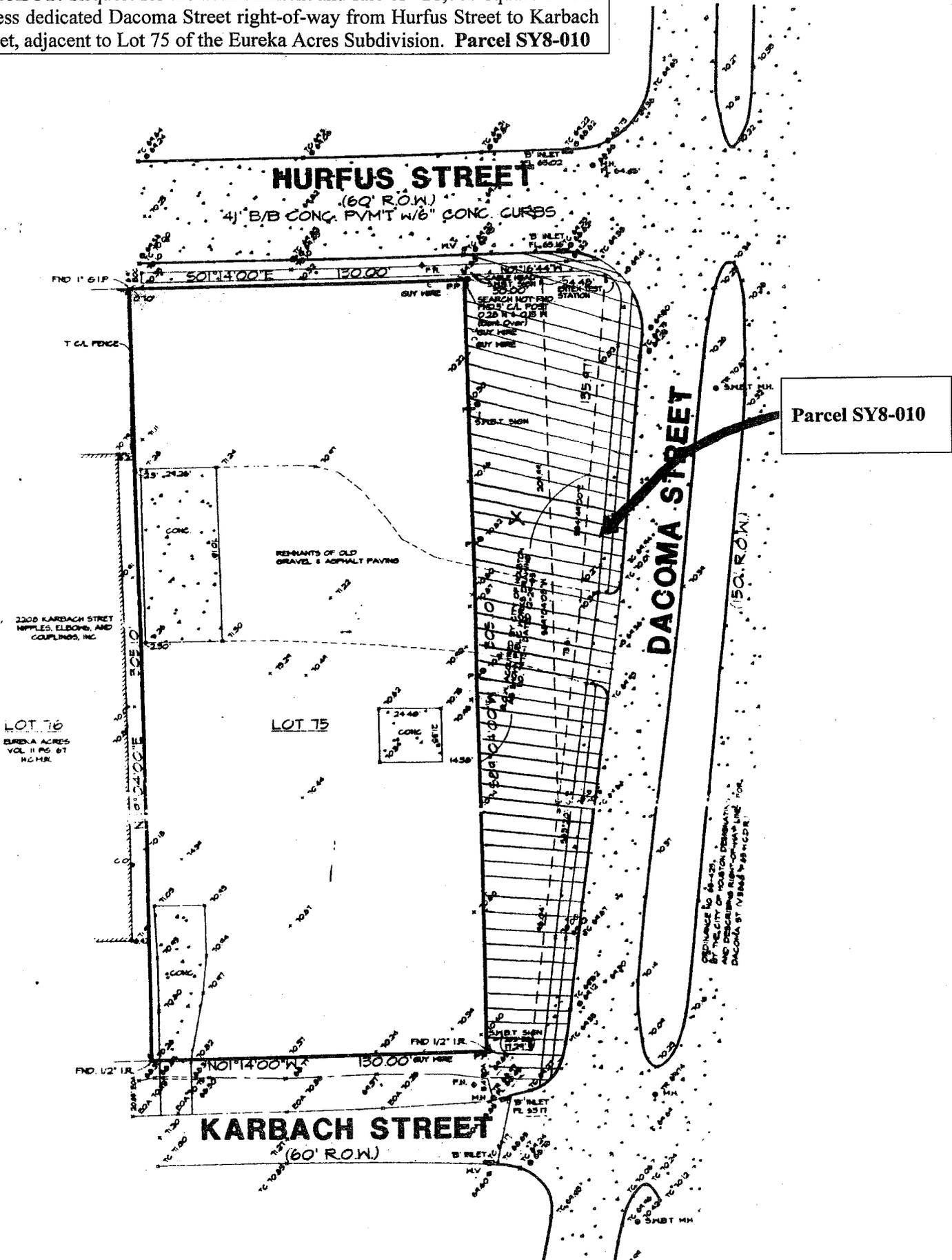
6. The Legal Department be authorized to prepare the necessary transaction documents; and,
7. Inasmuch as the value of the property interests is expected to exceed \$25,000.00, that the City Council appoint the following two independent real estate appraisers to establish the value – Michael Copland and Frank Flores.

MSM:NPC:dob

- c: Phil Boriskie  
Marlene Gafrick  
Arturo G. Michel  
Marty Stein  
Jeff Taylor



**SUBJECT:** Request for the abandonment and sale of ±21,760-square-foot of excess dedicated Dacoma Street right-of-way from Hurfus Street to Karbach Street, adjacent to Lot 75 of the Eureka Acres Subdivision. **Parcel SY8-010**



**Parcel SY8-010**