

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**March 9, 2020**

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**REINVESTMENT ZONE NUMBER TWENTY-ONE,  
CITY OF HOUSTON, TEXAS  
(HARDY/NEAR NORTHSIDE ZONE)**

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

**AND**

**REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS  
NOTICE OF JOINT MEETING**

**TO: THE BOARD OF DIRECTORS OF THE HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Hardy/Near Northside Redevelopment Authority (the "Authority") will hold a joint meeting with the Board of Directors of the Reinvestment Zone Number Twenty-One, City of Houston, Texas (the "Zone") to be held on **March 9, 2020, at 9:00 a.m., at 218 Joyce Street, Houston, Texas, 77009**, open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. Establish quorum and call to order.
2. Public comments.
3. Minutes of the previous meetings.
4. Engagement Agreement between Masterson Advisors for financial advisory services.
5. Authorize Request for Qualifications Professional Engineering Services.
6. Discuss potential collaboration with the County, City, METRO, and Greater Northside Management District on the Quitman St. pedestrian improvements project.
7. Discuss potential MFTP application for the N. Main corridor from Boundary St. to the Interstate 45 feeder road.
8. Presentations, reports, or updates from the Directors, consultants, City of Houston Staff, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan.
9. Executive Session – the Authority:
  - a. confer with legal counsel, Open Meetings Act, V.T.C.A., Government Code § 551.071;
  - b. purchase, exchange, lease or value of real property, Open Meetings Act, V.T.C.A., Government Code § 551.072; and
  - c. economic development negotiations, Open Meetings Act, V.T.C.A., Government Code § 551.087.
10. Executive Session – the Zone:
  - a. confer with legal counsel, Open Meetings Act, V.T.C.A., Government Code § 551.071;
  - b. purchase exchange, lease or value of real property, Open Meetings Act, V.T.C.A., Government Code §551.072; and
  - c. economic development negotiations, Open Meetings Act, V.T.C.A., Government Code § 551.087.



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Clark Stockton Lord  
Attorney for the Authority and the Zone

## MINUTES OF REGULAR MEETING

OF

### HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

January 13, 2020

The Board of Directors (the "Board") of Hardy/Near Northside Redevelopment Authority (the "Authority") convened in regular session, open to the public, at 218 Joyce Street, Houston, Texas, 77009, on the 13<sup>th</sup> day of January 2020, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Edward Reyes	Chair/Assistant Secretary
Lloyd Burke	Vice Chair/Investment Officer
Sylvia Cavazos	Secretary
Richard Cantu	Assistant Secretary
Fernando Zamarripa	Assistant Secretary
Mario Castillo	Director

All member of the Board of Directors were present except Director Cantu, thus constituting a quorum.

Also present were: Clark Lord and Tiffany Ehmke of Bracewell LLP; Ralph DeLeon of Tifworks. Members of the public were present at the meeting and are referenced on the attached Exhibit "A".

Whereupon, the meeting was called to order. A copy of the notice of the meeting is attached hereto as Exhibit "B".

#### **DETERMINE QUORUM; CALL TO ORDER**

Director Reyes noted that a quorum was present and called the meeting to order.

#### **PUBLIC COMMENTS**

No comments were given.

#### **MINUTES OF PREVIOUS MEETINGS**

The Board considered approval of the minutes of November 11, 2020. Following discussion, upon a motion made by Director Castillo and seconded by Director Zamarripa, the Board voted unanimously to approve the minutes of November 11, 2020.

## **BOOKKEEPER'S REPORT**

Mr. DeLeon then presented the Bookkeeper's report and invoices submitted for payment to the Board for review and approval. A copy of the Bookkeeper's report is attached hereto as Exhibit "C". Mr. DeLeon noted that the Equi-Tax has requested an annual fiscal year payment be made since the Board meets every other month.

### **Approve Texpool Resolution Amending Authorized Representative (the "Resolution")**

Mr. DeLeon presented and reviewed the Resolution and requested the Board's consideration for approval. He then answered the Board's questions. A copy of the Resolution is attached hereto as Exhibit "D".

Following discussion on the Bookkeeper's report and the invoices submitted for payment, upon a motion made by Director Cavazos and seconded by Director Burke, the Board voted unanimously to approve (i) an annual fiscal year payment to Equi-Tax; (ii) the Resolution as presented; and (iii) pay the Bookkeeper's report and the invoices submitted for payment.

## **THIRD AMENDED PROJECT PLAN REINVESTMENT ZONE FINANCING PLAN**

Mr. DeLeon reported that the project plan has been updated by the City after the Board had adopted the previous version of the project plan. Director Castillo recommended Mr. DeLeon to move forward on additional time to work on the amended project plan, a copy of which is attached hereto as Exhibit "E".

## **FINANCE COMMITTEE – POLICY AND PROCEDURES**

Mr. DeLeon then presented a Finance Committee Policy and Procedure for the Board to review and consider for adoption, a copy of which is attached hereto as Exhibit "F". He outlined the proposed process and answered the Board's questions. After consideration, upon a motion brought by Director Castillo, seconded by Director Burke, the Board unanimously voted to (i) adopt the Finance Committee Policy and Procedures; and (ii) approve the finance committee consisting of Directors Castillo, Zamarripa and Burke.

## **REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING AND PROJECT MANAGEMENT SERVICES**

Mr. DeLeon reported that he has request proposals from Engineering firms for the Board's review and consideration at the next meeting. A copy of the Request for Qualification for Professional Engineering is attached hereto as Exhibit "G".

**PRESENTATIONS, REPORTS, OR UPDATES FROM DIRECTORS, CONSULTANTS, CITY OF HOUSTON STAFF, REGARDING DEVELOPMENT IN THE AUTHORITY AND ZONE AND IMPLEMENTATION OF PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN**

No items were presented.

**CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTIONS 551.087, CHAPTER 551, TEXAS GOVERNMENT CODE**

Director Reyes motioned the Board enter into executive session to discuss the amended project plan.

The Board entered into executive session at 9:33 a.m.

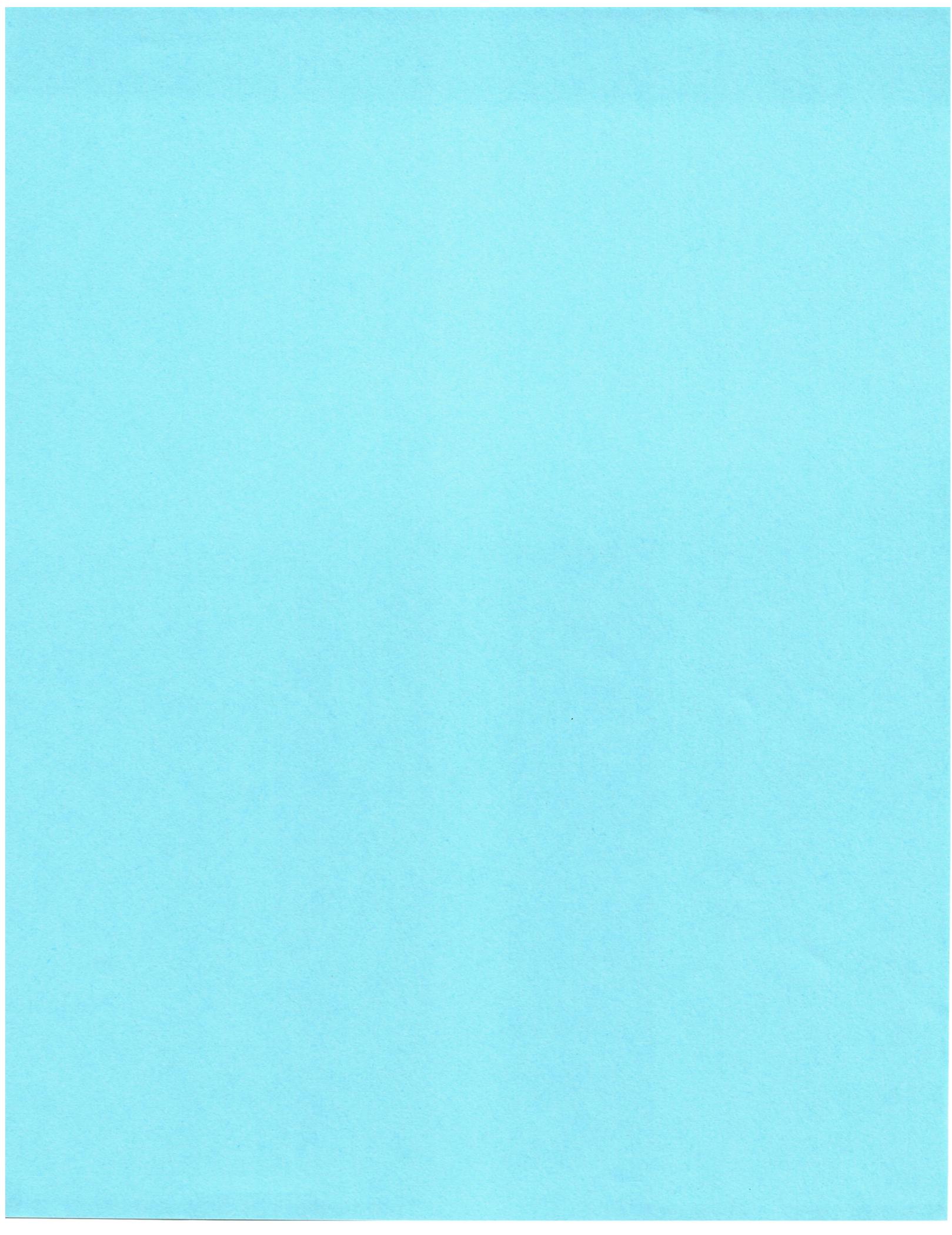
The Board entered into opened session at 10:01 a.m. No action was taken.

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There being no further business to come before the Board, the meeting was adjourned.

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Secretary



**MINUTES OF REGULAR MEETING**  
**OF**  
**REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON**

January 13, 2020

The Board of Directors (the "Board") of Reinvestment Zone Number Twenty-One, City of Houston (the "Zone") convened in regular session, open to the public, at 218 Joyce Street, Houston, Texas, 77009, on the 13<sup>th</sup> day of January 2020, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Edward Reyes	Chair/Assistant Secretary
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Fernando Zamarripa	Assistant Secretary
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Also present were: Clark Lord and Tiffany Ehmke of Bracewell LLP; Ralph DeLeon of Tifworks. Members of the public were present at the meeting and are referenced on the attached Exhibit "A".

Whereupon, the meeting was called to order. A copy of the notice of the meeting is attached hereto as Exhibit "B".

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Secretary

# MUNICIPAL ADVISOR ENGAGEMENT LETTER

## HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY REINVESTMENT ZONE NUMBER TWENTY-ONE

MASTERSON ADVISORS LLC (“Municipal Advisor”) appreciates the opportunity to serve as municipal advisor to HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY (“Client”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the “Effective Date”).

### 1. Scope of Services.

(a) **Services to be provided.** Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities or debt instruments (“Issues”) set forth in Appendix A (the “Scope of Services”).

(b) **Limitations on Scope of Services.** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, or accounting advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(iv) If Client has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

### 2. Municipal Advisor’s Regulatory Duties When Servicing Client.

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client’s determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client’s behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

### **3 Fiduciary Duty**

Municipal Advisor is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, Municipal Advisor has a Fiduciary duty to Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

#### Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide Client with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to Client; and
- d) undertake a reasonable investigation to determine that Municipal Advisor is not forming any recommendation on materially inaccurate or incomplete information; Municipal Advisor must have a reasonable basis for:
  - i. any advice provided to or on behalf of Client;
  - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in Client securities; and
  - iii. any information provided to Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

#### Duty of Loyalty:

Municipal Advisor must deal honestly and with the utmost good faith with Client and act in Client's best interests without regard to the financial or other interests of Municipal Advisor. Municipal Advisor will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). Municipal Advisor will not engage in municipal advisory activities with Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in Client's best interests.

### **4. Term of this Engagement.**

This Agreement shall become effective on the date executed by the Client, and unless terminated by either party, this Agreement will remain in effect for a period of five (5) years from the effective date. Unless Municipal Advisor or Client notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the effective date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

### **5. Compensation.**

(a) ***Fees and expenses.*** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in **Appendix B** hereto.

(b) **Limitation of liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

**6. Required Disclosures.**

MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

Municipal Advisor, represent that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law including without limitation, 50 U.S.C. Section 4607, none of the Municipal Advisor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Municipal Advisor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Pursuant to Texas Government Code, Chapter 2252, as amended, Municipal Advisor represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Municipal Advisor, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**7. Recommendations**

If Municipal Advisor makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by Client and is within the scope of the engagement, Municipal Advisor will determine, based on the information obtained through reasonable diligence of Municipal Advisor whether a municipal securities transaction or municipal financial product is suitable for Client. In addition, Municipal Advisor will inform Client of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Municipal Advisor reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for Client; and
- whether Municipal Advisor has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client objectives.

If Client elects a course of action that is independent of or contrary to the advice provided by Municipal Advisor, Municipal Advisor is not required on that basis to disengage from Client.

**8. Record Retention**

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Municipal Advisor is required to maintain in writing, all communication and created documents between Municipal Advisor and Client for 5 years.

**9. Waiver of Jury Trial.**

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

**10. Choice of Law.**

This Agreement shall be construed and given effect in accordance with the laws of Texas.

**11. Binding Effect; Assignment.**

This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

**12. Entire Agreement.**

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

**13. Severability.**

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**14. No Third Party Beneficiary.**

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**15. Authority.**

The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individual has the authority to direct Municipal Advisor's performance of its activities under this Agreement:

**DREW MASTERSON, MANAGING DIRECTOR, MASTERSON ADVISORS LLC**

**16. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

**17. Municipal Securities Rulemaking Board Rule G-10 Disclosure**

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Municipal Advisor is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board (“MSRB”) website at [www.msrb.org](http://www.msrb.org), Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

**MASTERSON ADVISORS LLC**

By: \_\_\_\_\_  
Drew Masterson  
Managing Director

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

**ACCEPTED AND AGREED:**

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

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

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

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

**CITY OF HOUSTON**

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

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

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

## APPENDIX A SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to Client's new and outstanding issues of bonds, direct bank placements, interim financings, and anticipation notes issued or outstanding during the term of this Agreement (the "Issue(s)"). The Scope of Services shall also include activities during the term of this Agreement. In addition, Municipal Advisor is designated as Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the aspects of the Issue(s) described in this Appendix A.

### Activities

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of Client with respect to the Issue(s) in carrying out this engagement, as directed by Client

- A. **New Issues.** Provide some or all of the following services with respect to Client's new Issue(s):
1. Evaluate options or alternatives with respect to the proposed new Issue
  2. Review recommendations made by other parties to Client with respect to the new Issue
  3. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
  4. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
  5. Assist Client in establishing a plan of financing
  6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
  7. Prepare the financing schedule
  8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
  9. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
  10. Attend meetings of Client's governing body, as requested
  11. Advise Client on the manner of sale of the Issue
  12. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement
  13. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
  14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
  15. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
  16. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder
  17. In a negotiated sale, assist Client in the selection of underwriters
  18. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
  19. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
  20. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
  21. Review required underwriter disclosures to Client
  22. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
  23. Respond to questions from bidders, underwriters or potential investors
  24. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
  25. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue

26. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
27. Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
28. Provide such other usual and customary financial advisory services as may be requested by Client

B. **Outstanding or Potential Issues.** Provide some or all of the following services with respect to Client's outstanding Issue(s):

1. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
2. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
3. Review recommendations made by other parties to Client with respect to outstanding Issue(s)
4. Evaluate options or alternatives for Client with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to Client for potential financings
5. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client's outstanding Issue(s)
6. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
7. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
8. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
9. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

C. **Products.** Provide some or all of the following services with respect to Client's Product(s) relating to its Issue(s):

1. Advise Client on the investment of proceeds of Client's Issue(s) or on municipal escrow investments relating to such Issue(s), including but not limited to advice on or brokerage of guaranteed investment contracts for the investment of proceeds of the Issue or for municipal escrow investments, or the recommendation and brokerage of municipal escrow investments in connection with the Issue(s)
2. Advise Client on municipal derivatives

**APPENDIX B  
COMPENSATION**

The fees due to Municipal Advisor will not exceed those contained in our customary fee schedule as listed below:

\$12.50	per \$1,000	for the first	\$5,000,000
plus \$6.00	per \$1,000	for the next	\$5,000,000
plus \$3.00	per \$1,000	thereafter	

Minimum Fee \$25,000

The above charges shall be multiplied by 1.25 times for the completion of an application to federal or state government agency, issuance of refunding bonds and developer reimbursements, reflecting the additional services required.

*The payment of charges for municipal advisory services described in the foregoing Agreement shall be contingent upon the delivery of the Issue and shall be due at the time that Issue is delivered.*

If we are requested to perform additional financial advisory services for the Issuer other than in connection with the issuance and sale of Issues, such additional services will be billed at the hourly rates shown below based on the time spent by the personnel who work on the matter. Prior to Municipal Advisor performing any such additional financial advisory services, the Issuer and Municipal Advisor must first agree in writing as to a scope of work and budget for such services.

<b>Position</b>	<b>Rate per Hour</b>
Managing Director/Director	\$475.00
Vice President	\$375.00
Assistant Vice President	\$275.00
Associate	\$225.00
Analyst	\$200.00
Clerical/Administrative	\$100.00

Municipal Advisor bills in quarter-hour increments.

The Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by Municipal Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- 5-year Lookback
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

*The payment of reimbursable expenses that Municipal Advisor has assumed on behalf of the Client shall NOT be contingent upon the delivery of the Issue and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Municipal Advisor.*

**APPENDIX C**  
**DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR**

This Disclosure Statement is provided by **MASTERSON ADVISORS LLC** (the "**Municipal Advisor**") to you (the "**Client**") in connection with our current municipal advisory agreement, (the "**Agreement**"). This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor that are required to be disclosed to Client pursuant to MSRB Rule G- 42(b) and (c)(ii).

**PART A - Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

**Material Conflicts of Interest** – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Municipal Advisor together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

**General Mitigations** - As general mitigations of the Municipal Advisor conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Municipal Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Other Municipal Advisor Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to Client.
- II. **Compensation-Based Conflicts.** Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees, if any, are calculated with, the aggregate amount equaling the number of hours worked by Municipal Advisor personnel times an agreed upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

**PART B - Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **How to Access Form MA and Form MA-I Filings.** Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system. For purposes of accessing reports, Municipal Advisor's CIK number is 0001733756 and SEC number is 867-02338.

**PART C - Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Municipal Advisor. The Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Hardy Near/Northside Redevelopment Authority  
and  
Tax Increment Reinvestment Zone No. 21  
(Hardy Near/Northside)

Request for Qualifications  
for  
*Professional Engineering Services*

# HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS FOR *Professional Engineering Services*

### I. SUMMARY

As part of a redevelopment effort consisting of setting forth goals, expectations and redevelopment plans necessary to create and support an environment attractive to private investment, the City of Houston's Tax Increment Reinvestment Zone ("Zone") Number Twenty-One, acting through the Hardy Near/Northside Redevelopment Authority seeks information from Civil Engineering firms with expertise in Capital Projects Planning ("CIP"), programming, planning and design of public roadways and streets, and water, wastewater and storm water utility systems. Interested firms should submit their qualifications and a brief statement of approach based on information contained within this Request for Qualifications.

### II. THE ORGANIZATION

Reinvestment Zone Number Twenty-One, City of Houston, Texas, also known as the Hardy/Near Northside Zone ("Zone") was created by Ordinance No. 2003-1258 on December 17, 2003 for the purposes of development and redevelopment in an area covering approximately 326.1 acres and generally bounded by Quitman Street on the North, U.S. Highway 59 on the East, Interstate 10 on the South, and Interstate Highway 45 on the West. The primary focus of the Zone was to address blighted conditions and provide programs to facilitate the development of public utility, roadway and streetscape improvements, parks and related recreational amenities, encourage transit orientated development, cultural and public facilities improvements and affordable housing. On December 4, 2019, by Ordinance 2019-0993 the City added an additional 1,106.54 acres of territory to the boundaries of the Zone.

Land uses in the Zone vary and include tracts consisting of railroads, freeways, public easements, warehouse distribution centers, various commercial uses including light manufacturing, parks and bayou corridors, and single family residential. During the remaining 21-years of life, the Zone will finance the design and construction of an additional \$82 million dollars of public utilities including water, wastewater and storm water systems, major and minor roadways and streets, cultural and public facilities, and parks and recreational facilities.

The Board of Directors consists of 6 members, all of which are appointed by the Mayor of the City of Houston.

The present members of the Board are:

Ed Reyes  
Lloyd Burke  
Sylvia Cavazos  
Richard Cantu  
Fernando Zamarripa  
Mario Castillo

# HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS FOR *Professional Engineering Services*

### **PROPOSED SCOPE OF WORK**

The Engineers general role will be to assist Authority in carrying out the general task of developing and implementing the Authority's CIP. This will entail continuous reporting on the status of program, coordination of the architectural and engineering professionals, general contractors, and other specialists needed to complete the various components of the program. The selected Engineer will work closely with the City of Houston on all aspects of the CIP implementation process.

### **DESIGN PHASE SERVICES**

The Engineer will assist the Authority in the design process including consultant selection, contract negotiation and design management. The Engineer will serve the critical role as the owner's representative in reviewing the detail design submittals. In addition, the Engineer will assist in developing requests for qualifications, advertising of projects, conducting pre-submittal conferences, evaluating statements of qualifications received and aiding in recommendation to award design services contracts. The Engineer will be responsible for the day-to-day oversight of assigned design consultants' activities. The Engineer will ensure that the individual assigned consultants are in compliance with design contract requirements and are making the proscribed progress towards completion of their design. The Engineer will coordinate appropriate design reviews and evaluate the design relative to standard engineering practices and constructability.

### **PRE-CONSTRUCTION PHASE SERVICES**

The Engineer shall provide construction bidding services for projects authorized by the Authority. The overall bidding services which the Engineer shall provide will include providing necessary copies of bid documents, assisting with the bid advertisement, conducting a pre-construction conference, preparing written addenda, performing the bid tabulation and evaluating bids and making recommendations for awards. The Engineer will prepare all construction contracting documentation, including primary contracts, special conditions, bid, performance, and payment bonds, warranties, and MBE requirements, all in compliance City of Houston requirements.

### **CONSTRUCTION MANAGEMENT SERVICES**

The Engineer will provide overall construction management services for the assigned projects planned, designed and contracted by the Authority. The Authority may request Engineer to prepare cost and scope for providing construction management, engineering and inspection services. The funding for all construction management services shall be included as a part of the construction funding authorizations for each specific construction contract. The Engineer shall coordinate between local municipal authorities, governmental agencies (City of Houston, METRO, Harris County, TxDOT, etc.), utility companies and

# HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS

FOR

### *Professional Engineering Services*

others involved in each project. The Engineer will be required to provide evidence that all required permits, licenses and certificates have been obtained. The Engineer shall provide this information to outside agencies and other construction contractors for coordinating their work with the proposed work. The Engineer shall work with the construction contractors to develop acceptable construction schedules compatible with contract requirements. The Engineer shall monitor the construction contractor's daily progress, anticipate schedule-related delays, problems and analyze alternatives to regain time lost on schedule delays. The Engineer shall prepare a monthly progress report for all projects under construction. The progress report shall present an assessment of the current status of each project and the work remaining. Additionally, the report shall identify problems or variances and provide a sound basis for management decisions. The Engineer shall meet with the Authority to review contract status, provide information and make pertinent recommendations for each project. The Engineer shall review all progress payment requests submitted by the contractor and make recommendations for payment to the Authority. The Engineer shall establish and maintain files for all construction-related project documents, including contracts, drawings, specifications, correspondence, requests for information, submittals, shop drawings and other documents. The Engineer shall maintain detailed financial records for each project including payment requests and supporting documentation.

### **INSPECTION SERVICES**

The Engineer shall provide engineering and inspection services to determine work and material furnished are in general conformance with the drawings and specifications. The Engineer shall coordinate the sampling and testing of materials to be performed by independent quality control testing agencies under direct contract with the Authority. The Engineer shall review contractor's traffic control methods with submitted traffic control plans and identify noncompliance issues. The Engineer shall provide substantial completion inspection for each project and prepare, for Authority approval, a Certificate of Substantial Completion and a list of work to be completed or corrected. The Engineer shall provide a final inspection of each project in conjunction with the Authority and design consultants. The Engineer shall prepare a Certificate of Final Completion and other closeout documentation for approval by the City and the Authority. The Engineer shall perform a warranty compliance survey for constructed facilities. The Engineer shall furnish the Authority with a written report enumerating items which require repair or replacement as provided under the correction period provisions of the Construction documents. The Engineer shall maintain adequate records for monitoring the effective dates and expiration dates of the warranties.

### **REQUIREMENTS FOR SUBMITTAL OF QUALIFICATIONS**

All respondents shall review and complete the following requirements specific to this Statement of Qualifications. In order to be eligible for consideration, the respondent must be responsive to the Statement of Qualifications, and the Authority must be able to determine the respondent will perform the contract satisfactorily.

Respondents, at a minimum, must:

# HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS FOR *Professional Engineering Services*

1. Be able to comply with performance schedules as defined by the Board of Directors and Projects Committee of the Authority, taking into consideration all existing business commitments.
2. Have an outstanding record of previous experience in Accounting.
3. Be familiar with rules and regulations of local agencies such as the City of Houston.
4. Be available to attend meetings with Authority, their agents, City of Houston staff, on an ongoing basis.
5. Have necessary technical and management capability to perform the work.
6. Be an established firm regularly engaged in the type of services required by this solicitation.
7. Be able to submit evidence of any information related to financial, technical, and other qualifications abilities required to perform.

A respondent may be requested to submit additional written evidence verifying that the minimum criteria necessary to satisfy the needs of the Authority can be met.

Submittal of qualifications shall follow the format described below and shall include the following information:

- Cover letter including statement of general approach
- Qualifications of firm
- Qualifications of professional staff
- Other evidence supporting the firm's qualifications

Each submittal should be organized to the following outline:

a) Cover Letter:

A cover letter not exceeding three (2) pages in length shall summarize key points and the firm's approach to performing the required services. If the respondent considers any of the terms or scope of required services to be unacceptable, the respondent should identify them and cite appropriate reasons in the submitted cover letter. These exceptions will be considered in the evaluation.

b) Qualifications of firm. This section shall include:

1. Description of the firm's history, size and qualifications.
2. A description of the firm's past and current assignments that are related to the type of services required by this solicitation, including the client and status of the project in each case. Also, identify which of the firm's employees proposed for assignment in this project have worked in similar assignments for other clients. Please indicate the capacity in which each employee served on existing and previous engagements.

c) Qualifications of professional staff. The requirements of this section shall include:

1. A letter confirming that key staff members indicated in the organization chart will be assigned to this project; and
2. A project staffing plan including resumes for all "proposed key" staff members

# HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS FOR *Professional Engineering Services*

who will be assigned to this project.

### d) References and Current Assignment Descriptions

The Authority requests your cooperation in minimizing the bulk of your statements. Succinct submittals will be positively received.

### EVALUATION AND FINALIST SELECTION CRITERIA

The Authority will review qualification submissions. The evaluation will be based on the qualification's submissions and the following evaluation criteria. While these factors form the principle criteria for selection of finalists, the Authority will consider any evidence provided which further demonstrates the unique skills or experience of the team and its ability to contribute to the Authority's goals.

#### **Criteria**

#### **Relative Importance**

- Qualifications of the firm

Most Important

Past and present clients and experience with projects of similar scope

- Qualifications of professional staff

Most Important

Individuals identified by the firm in this RFQ are qualified in terms of education, training or experience in their respective professions and have prior experience on similar projects

- Understanding the Scope

Important

The submitting firm expresses a clear understanding of the project scope

- Diversity

Important

The firm reflects the multi-cultural diversity of the Houston community

- Stated Conditions in Cover Letter

Important

Any concerns or conditions stated in the cover letter that may impact the team's ability to meet the schedule, proposal deliverable requirements or ultimate provision of ongoing services.

### COMPENSATION FOR SERVICES

Fees for services will be negotiated with the Board of Directors of the Authority once the consultant firm is selected. Before award of Contract, Authority may require the selected consultant firm to submit

# HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS FOR *Professional Engineering Services*

financial, technical, and other qualifications deemed appropriate by Authority to verify abilities of the selected consultant firm.

The Authority, as well as the selected consultant, may exercise the right to cancel the contract without cause with a written thirty-day (30) notice.

While it is not a requirement that the Authority meet or exceed the goals of the City's Affirmative Action Program, the Authority will make Good Faith Efforts to carry out this policy through awards of contracts and subcontracts to Disadvantaged Business and minority and women owned business enterprises.

### **AWARD OF CONTRACT**

- a) The Authority reserves the right to choose the consultant whose submittal of qualifications to this solicitation will be most advantageous to its goals.
- b) The Authority reserves the right to reduce the scope of the project and evaluate only the remaining elements from all statements.
- c) The Authority reserves the right to reject specific elements contained in all statements and to complete the evaluation process based only on the remaining items.
- d) The Authority reserves the right to reject any or all submittals or qualifications and to waive informalities and minor irregularities in submittals received.
- e) The Authority reserves the right to (1) cancel the entire Request for Qualifications; (2) issue subsequent Requests for Qualifications.
- f) The Request for Qualifications and related responses will by reference become part of any formal agreement between the selected consultant and the Authority.

A written notice of award will be issued to the successful respondent upon selection.

### **CONFLICT OF INTEREST AND DISCLOSURE**

Firms seeking to do business with the Authority are responsible for maintaining compliance with the applicable provisions of Chapter 176, Local Government Code, related to disclosure of conflicts of interest. The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission website at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf) and should be submitted to the Authority under separate cover.

Firms also must be in compliance the provisions of Section 2252.908, Local Government Code, pertaining to the disclosure of certain ownership interests by filing Form 1295 with the Texas Ethics Commission. Form 1295 may be obtained at [www.ethics.state.tx.us/tec/1295-Info.htm](http://www.ethics.state.tx.us/tec/1295-Info.htm).

# HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS FOR *Professional Engineering Services*

### CITY OF HOUSTON

Firms will be required to be in compliance with all terms and conditions applicable to consultants as set forth in the Tri-Party Agreement. Any agreement resulting from this RFQ may require additional City of Houston approval.

### OPEN RECORDS

Once submitted, all RFQ responses will be deemed the property of the Authority and may be subject to release under the Texas Open Records Act. Financial statements will be returned upon request.

### SUBMISSION OF QUALIFICATIONS

Submittals, due by 5:00 pm, Wednesday, DATE HERE, and to consist of (3) hard copy originals and one electronic original delivered on either a CD or Thumb Drive and delivered to: Bracewell LLP

Attention:  
Tiffany Emke, Legal Assistant  
Hardy/Near Northside Redevelopment Authority  
c/o Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002

Additionally, responders shall also email a copy of their submission to [ralph@tifworks.com](mailto:ralph@tifworks.com)

**HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY**

**REQUEST FOR QUALIFICATIONS**  
**FOR**  
*Professional Engineering Services*



# HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS FOR *Professional Engineering Services*

### RFQ ACKNOWLEDGEMENT RECEIPT

Please acknowledge receipt of this RFQ by returning this form:

MAIL TO: Hardy Near/Northside Redevelopment Authority  
c/o TIFWorks, LLC  
P.O. Box 10330  
Houston, Texas 77206  
EMAIL TO: [ralph@tifworks.com](mailto:ralph@tifworks.com)

\_\_\_\_\_ WILL RESPOND

\_\_\_\_\_ WILL NOT RESPOND

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTACT NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

COMPANY:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

PHONE:

\_\_\_\_\_

EMAIL ADDRESS:

\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

PRINTED NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

Hardy Near/Northside Redevelopment Authority  
 Request for Qualifications  
 Tax Increment Reinvestment Zone Number Twenty-One Evaluation Sheet  
 City of Houston

Criteria	Relative Importance				
	Most Importance	Most Importance	Important	Important	Important
Qualifications of firm	✓				
Qualifications of professional staff		✓			
Understanding of Scope			✓		
Diversity				✓	
Stated Conditions in Cover Letter					✓

- **Definitions:**
- Qualifications of firm: Past and present clients and experience with projects of similar scope
- Qualifications of professional staff: Individuals identified by the firm in this RFQ are qualified in terms of education, training or experience in their respective professions and have prior experience on similar projects
- Understanding of Scope: The submitting firm expresses a clear understanding of the project scope
- Diversity: The firm reflects the multi-cultural diversity of the Houston community
- Stated Conditions of the Cover Letter: Any concerns or conditions stated in the cover letter that may impact the team's ability to meet the schedule, proposal deliverable requirements or ultimate provision of ongoing services.

Scoring Sheet							
Criteria		Relative Importance (100 Points)					
		Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6
Qualifications of firm	26						
Qualifications of professional staff	26						
Understanding of Scope	16						
Diversity	16						
Stated Conditions in Cover Letter	16						
Total	100						

Signature \_\_\_\_\_

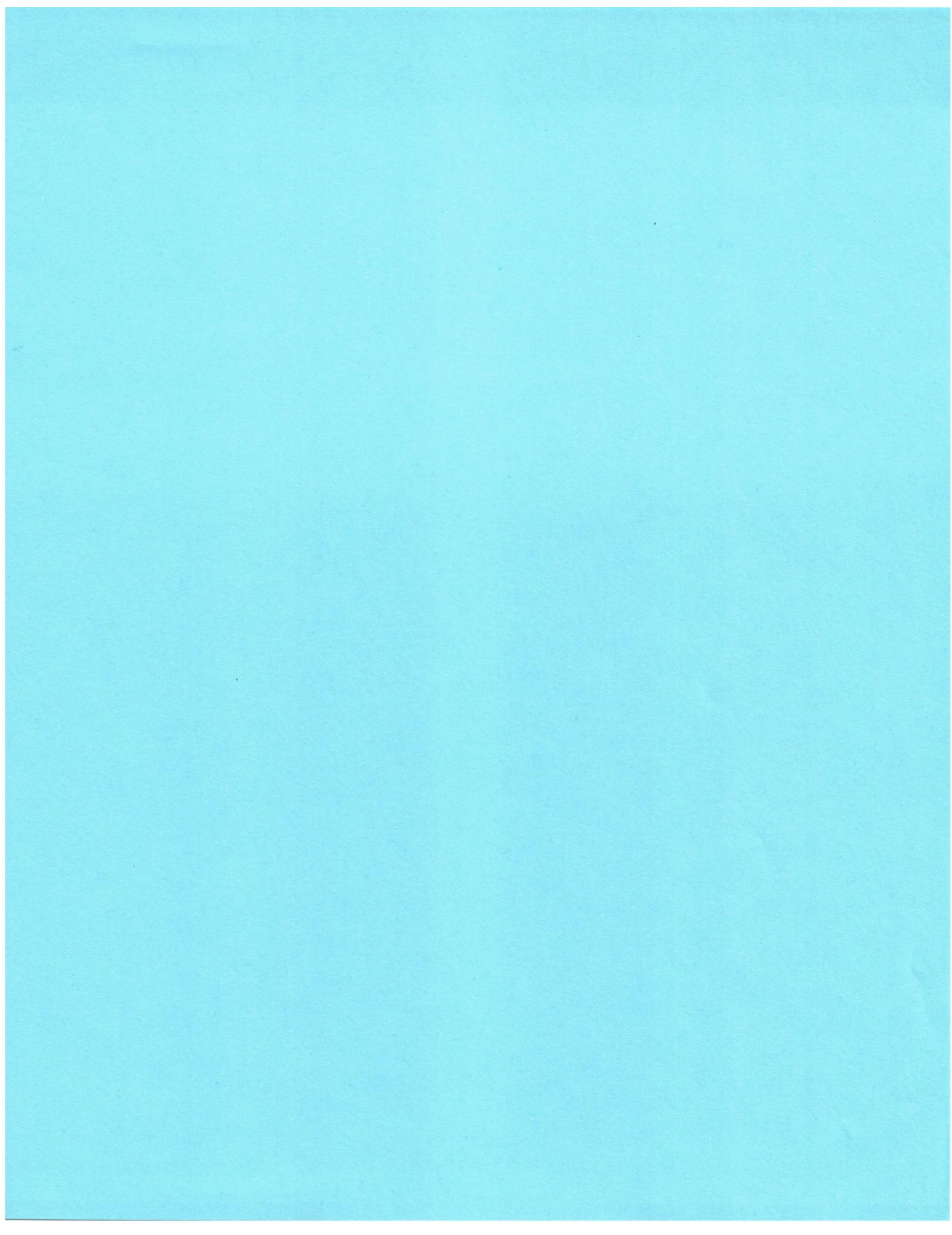
Date \_\_\_\_\_

DATE HERE

Hardy Near/Northside Redevelopment Authority  
Request for Qualifications  
Tax Increment Reinvestment Zone Number Twenty-One Evaluation Sheet  
City of Houston



DATE HERE



HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY  
REQUEST FOR QUALIFICATIONS  
ENGINEERING SERVICES

**Request for Qualifications (RFQ) Calendar:**

RFQ released to Engineers	DATE HERE
RFQ Submittals due	DATE HERE
RFQ Submittals delivered to Committee Members	DATE HERE
Committee Evaluation Meeting	DATE HERE
Notification of Three Finalist Teams/Invitation to Interview	DATE HERE
Interviews of Three Selected Finalist Teams	DATE HERE

**Request for Qualifications Instructions:**

- Inquiries regarding RFQ must be electronic, and submitted to:
  - ralph@tifworks.com;
- All questions will be answered electronically and distributed to all participating teams;
- Deadline for inquiries regarding RFQ will be DATE HERE;
- Submittals, due by 5:00 pm, Wednesday, DATE HERE, and to consist of (3) hard copy originals and one electronic original delivered on either a CD or Thumb Drive.
- Delivered to: Bracewell LLP

Attention:  
Tiffany Emke, Legal Assistant  
Hardy/Near Northside Redevelopment Authority  
c/o Bracewell  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002

- RFQ must be submitted in a sealed envelope and labeled to include:
  - Name of Firm
  - Hardy Near/Northside Redevelopment Authority (TIRZ 21)
  - Request for Qualifications  
DATE HERE
- Firms selected to be interviewed, will be notified via email on DATE HERE;

HARDY NEAR/NORTHSIDE REDEVELOPMENT AUTHORITY  
REQUEST FOR QUALIFICATIONS  
ENGINEERING SERVICES

Interviews will be 30 minutes each, 15 minutes for consultant presentations, ten minutes for questions from the Projects Committee:

- Interview (1): #:00 am – #:20 am
    - 30 minute break
  - Interview (2): #:25 am – #:45 am
    - 30 minute break
  - Interview (3): #:50 am – #:10 am
- 
- hard copy media (hand-outs) only, no projectors or Power Point presentations;
  - Individuals proposed to be assigned to the project shall attend the interview.



# 2020 MTFP Application

***Submittal period closes Friday, February 28, 2020***

## Major Thoroughfare and Freeway Plan (MTFP) Amendment Review Process

<p><b>January to February</b></p>	<p><b>Mandatory pre-submittal conference with Planning and Development staff</b></p> <p>This time provides an opportunity for all parties to better understand the amendment request and helps to determine if modifications to the applicants' request are necessary. <b>Please Note:</b> In order to keep the consistency/integrity of the grid and ensure maximum mobility and continuity of the City's infrastructure, there are processes and limitations to the MTFP that must be followed.</p>
<p><b>January 13<sup>th</sup></b> <b>To</b> <b>February 28<sup>th</sup></b></p>	<p><b>Application submittal period</b></p> <p>No applications delivered after 5:00 p.m. on <b>February 28<sup>th</sup></b> will be accepted. <b>Please Note:</b> If a pre-submittal conference with staff has not been held, the application will not be accepted.</p> <p><b>**Applicants may be charged a non-refundable application fee if applicable.</b></p>
<p><b>Early April</b></p>	<p><b>Notification Package</b></p> <p>All applicants must notify the abutting property owners that may be affected by their proposed amendment. Final notification packages will include addressed and stamped envelopes and a preliminary report. Addresses will be verified using the HCAD website. During this time, the applicant works with the Planning and Development staff to ensure that abutting property owners receive proper notification of the applicants' proposed amendment/s. Staff will create a spreadsheet of properties to be notified for each applicant. (Addresses will be determined by HCAD website). <b>Please Note:</b> Applicants <b>may be charged</b> a non-refundable <b>NOTICE FEE</b>, per affected property owner (<i>Envelope and Postage fee</i>).</p>
<p><b>Thursday, April 16<sup>th</sup></b></p>	<p><b>Planning Commission WORKSHOP</b></p> <p>This is an opportunity for the applicants to present their proposed amendment/s to the Planning Commission. This presentation is an open dialogue between the applicant and the commission members, it will allow the commissioners to gain a better understanding of the applicant's request/s. Staff will begin the presentation with an introduction/description of the MTFP process. Then each applicant will present their proposed MTFP amendment to the Planning Commission. At this point, if staff has proposed any alternatives to the applicant's proposed amendment, then staff will present their proposal to the Commission. <b>Please Note:</b> The Commissioners may ask questions of the applicant and/or staff and the Commissioners may also request that certain information be researched and incorporated in the technical reports that follow.</p>
<p><b>Mid - April</b></p>	<p><b>Notice of the Open House and the Public Hearing before the Planning Commission is mailed AND run in the newspaper</b></p> <p>Final notification packages will include addressed and stamped envelopes and a preliminary report. Addresses will be verified using the HCAD website.</p> <p><b>Applicants may be charged an applicable fee for mailed notifications. (This fee includes the costs of the envelopes and postage, based upon number of notifications required).</b></p>



# 2020 MTFP Application

<b>Wednesday, April 29<sup>th</sup></b>	<b>The OPEN HOUSE is held</b>  The Open House <b>MUST</b> be attended by the Applicant and Planning as well as the Planning and Development staff. Interested citizens and Planning Commissioners are welcome to attend. The Open House provides citizens an opportunity to visit with each of the applicants to review maps and documents. Staff will be available to answer any questions regarding staff's research. Information about any amendments being proposed by staff will also be available.
<b>June 4</b>	<b>The PUBLIC HEARING before the Planning Commission is held</b>
<b>July 16</b>	<b>The Planning Commission RECOMMENDATION MEETING (Planning Commission votes on the Staff's recommendations)</b>
<b>July 30</b>	<b>Amendments passed by Planning Commission are forwarded to City Council for adoption</b>



# 2020 MTFP Application

To expedite this application, please complete entire application form and attach supporting material as required.

*Staff will complete shaded items*

**Submittal period closes February 28, 2020**

1. STREET/PROPOSAL NAME: \_\_\_\_\_

2. PRE-SUBMITTAL CONFERENCE DATE: \_\_\_\_\_

3. REQUEST:  Add Thoroughfare/Collector/Transit Corridor Street  Delete T/C  Realign T/C  Reclassify T/C

4. PROJECT INFO: Appl. no.:  Inside City Limits Lambert: \_\_\_\_\_ Census Tract: \_\_\_\_\_ School Dist.: \_\_\_\_\_  
 ETJ Key Map: \_\_\_\_\_ Zip Code: \_\_\_\_\_ City Council Dist.: \_\_\_\_\_  
County: \_\_\_\_\_ Utility Dist.: \_\_\_\_\_ Co. Comm. Pcnt.: \_\_\_\_\_

5. PROJECT DATA: Is Street currently on a CIP (if yes, provide agency name): \_\_\_\_\_  
Name of Thoroughfare/Collector/TCS \_\_\_\_\_ Total length (miles): \_\_\_\_\_  
Year Street first appeared on MTFP: \_\_\_\_\_ Total ROW width (feet): \_\_\_\_\_

6. GEOGRAPHIC:  
North of: \_\_\_\_\_ East of: \_\_\_\_\_  
South of: \_\_\_\_\_ West of: \_\_\_\_\_

7. SUMMARY DESCRIPTION OF PROPOSAL: (Attach Letter to Director to include details about request)

8. DESCRIPTION OF ANY MEETINGS OR DISCUSSION WITH AREA LAND OWNERS AND/OR ADJACENT RESIDENTS/BUSINESSES:  
(Attach supporting material)

9. CONTACT INFO:  
Owner: \_\_\_\_\_ Name of Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Applicant: \_\_\_\_\_ Name of Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

10. ADDITIONAL CONTACT INFO:  
2<sup>ND</sup> Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_



# 2020 MTFP Application

## 11. MTFP AMENDMENT SUBMITTAL REQUIREMENTS CHECKLIST (DUE AT APPLICATION SUBMITTAL UNLESS OTHERWISE SPECIFIED)

- 1. Completed Application Form
- 2. Letter to Director of Planning & Development Department
- 3. Area Map
- 4. Scaled Area Map on 8 1/2" x 11" paper
- 5. Proposed alignments and exhibits in digital format (e.g., CAD, GIS)
- 6. Letter of Authorization
- 7. Items 1-6 in digital format
- 8. Area Map with alternatives, as specified by staff (due at Public Open House)
- 9. Traffic Study, as determined by the Director of Houston Public Works (due if/when requested by staff)
- 10. Notification Package (due when specified in timeline on page 1)
- 11. Documentation to show support from adjacent land owners for proposed amendment (due if/when requested by staff)
- 12. Items 1-11 in digital format

## DESCRIPTION OF SUBMITTAL REQUIREMENTS (DUE AT TIME OF APPLICATION SUBMITTAL)

1. **Completed Application Form** – Complete all information on the application form on the previous page.
2. **Letter to Director of Planning & Development Department** – *Note: This official letter will serve as the applicant’s justification for the proposal. Because this letter will be posted on the website and will be viewed by citizens, agency representatives and elected officials, it should be comprehensive and written in a manner to be easily understood by these audiences. It is strongly suggested that the letter’s content address the following:*
  - Keep in mind when determining your amendment request that it is the general policy of the Planning Commission and the staff is to make all reasonable efforts to maintain the original integrity of the plan and its basic theory and to keep changes and revisions to a minimum. This policy is necessary to maintain the plan’s continuity and to ensure confidence in the plan’s long-range implementation by private landowners, developers and subdividers, as well as other governmental agencies charged with the responsibility of constructing facilities illustrated in the plan. Refer to the MTFP Policy Statement on the website (see page 6, “Resources”).
  - State why your proposal must be considered this year and how lack of consideration would impede plans to develop your property.
  - Explain, justify, and demonstrate the merits of the proposal to amend the MTFP, including how it addresses the broader goals and objectives of the MTFP and how it will impact the overall transportation system. In addition, the following criteria should be addressed in your letter:
    - Since its adoption in 1942, the MTFP has been significant in the formation of the physical characteristics and urban pattern of this city. How will your amendment affect the physical characteristics and urban pattern of the region, the city, or the neighborhood, if granted?
    - The MTFP is a graphic illustration of a network of various types of streets and highways, which are designated to provide maximum accessibility to all parts of the urban area and facilitate the maintenance of a high level of mobility for its citizens. How will your amendment affect the high level of mobility that the MTFP represents?
    - What positive or negative impacts will your amendment request have on the MTFP network?



# 2020 MTFP Application

- Describe the impact of the proposal on existing thoroughfares, the environment, the area surrounding the thoroughfare, and the MTFP. These impacts and proposed mitigation of any adverse impacts must be addressed using appropriate studies, reports, and maps.
  - Explain how the proposal or the existing thoroughfare alignment directly affects your land.
  - For amendments within the City of Houston limits, describe how the proposed amendment(s) takes into consideration the City’s Complete Streets Executive Order and how the amendment(s) will improve mobility and access for all users of all abilities of Houston’s transportation network. Any amendments for roadways within the City of Houston should take into consideration recommendations from the Bicycle Master Plan, METRO’s Transit Plan, the overall context of the street, Vision Zero and the vision of the area or the corridor as proposed in previous planning studies (such as sub-regional mobility studies or Livable Centers studies).
3. **Area Map** – Must illustrate the existing MTFP alignment and how the proposed change would affect the thoroughfare pattern in the general area at a scale of 1” = 1,000 feet. This map must also show current property ownership of those landowners affected by the proposal. In certain instances, staff may also request a survey of the area.
  4. **Scaled Area Map on 8 ½” X 11” Paper** – Must illustrate the existing MTFP alignment and how the proposed change would affect the thoroughfare pattern in the general area. This map must fit on 8 ½” x 11” sized paper.
  5. **Proposed Alignments and Exhibits in Digital Format** – Provide a GIS shapefile of the proposed (re)alignment. If there are several different requests, each request should be an independent line within the attribute table. See the three street segment examples below of what information to include within attribute table. Provide any other exhibits that are relevant to the request (ex. floodplain based on TSARP map, aerial exhibits, etc.) City of Houston MTFP GIS data is available online. See page 6, “Resources,” for more information.

Street	Street Segment	Request	Current MTFP Classification	Proposed MTFP Classification
Planning Drive	Fort Bend Tollway to Chimney Rock Road	Reclassify (T-4-100) to (MJ-2-80)	T-4-100	MJ-2-80
Planning Drive	Chimney Rock Road to Alameda Road	Delete	T-4-100	N/A
Development Road	McHard Road to Broadway Street	Add	N/A	T-4-100

6. **Letter of Authorization** – If you serve as the agent for the interested property owner(s), a letter to authorize your representation should be provided.
7. **Items 1-6 in digital format** – A copy of all information should be provided to staff in digital format on a CD, USB or transmitted electronically.

**DEADLINE FOR RECEIPT OF 2020 MTFP AMENDMENT APPLICATIONS AND ALL SUPPORTING MATERIALS IS 5:00 P.M. FRIDAY, FEBRUARY 28, 2020, EXCEPT FOR THOSE ITEMS LISTED BELOW. COMPLETED APPLICATIONS MAY BE MAILED OR HAND DELIVERED. IDENTIFY YOUR SUBMITTED MATERIALS AS “MTFP AMENDMENT APPLICATION.”**



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## DESCRIPTION OF SUBMITTAL REQUIREMENTS (DUE AT TIME SPECIFIED)

8. **Area Map with alternatives (due during public open house)** – Based on the study area boundary and alternatives discussed at the Planning Commission workshop, applicant should coordinate with staff and provide an area map depicting the study area boundary and alternatives being evaluated. Applicant shall use this exhibit for open house meeting for discussion with the public.
9. **Traffic Study (due if/when requested by staff)** – May be required for applications requesting a deletion, realignment or reclassification of MTFP alignments. Specific traffic data will be determined by the Director of Houston Public Works on a case by case basis. Requirement for traffic study should be discussed with staff during pre-submittal meeting, but may be requested later if additional information is needed for review.
10. **Notification Package** – *Notification area and submittal deadline should be coordinated with staff after application is submitted.*
  - The Notification Package will include a list of all affected property owners identified on the area map, including the property's legal description as shown on the appraisal district record or tax statement. Affected property owners will be determined in consultation with staff in consideration of the study area. Staff can provide a sample notification package for reference for a better understanding of the process if necessary. Based on the discussion at the Planning Commission workshop, staff may require that alternative alignments or designations be studied as a part of this application. As a result, study area boundary and notification list may change due to this requirement. Staff will coordinate with applicants following the workshop.
  - A copy of the County **Appraisal District record** or tax statement for each affected property identified on the area map. Record or statement must be less than 30 days old when submitted by applicant and/or provided by City staff.
    - Staff may provide one **metered envelope addressed** to each affected property owner identified on the list and on the area map. If possible, the envelope may indicate the lot and block numbers, or reserve letters, corresponding to each property owner on the lower left-hand corner of the front of each envelope. *In cases in which the appraisal district records or tax statements show the same owner name and owner address for multiple property accounts, only one envelope will be required.*
    - Staff may provide a **return address** on the envelope. The return address on the envelope to each abutting property owner will be listed as follows:  
City of Houston  
Planning & Development Department  
Transportation Planning  
P.O. Box 1562  
Houston, Texas 77251-1562
    - If a **NOTICE FEE** is implemented, Staff will provide envelopes and postage, and Applicants will be charged a non-refundable *Notice Fee*, per affected property owner (Envelope and Postage Fee).
  - A **map from the Harris County Appraisal District (HCAD)** and Excel spreadsheet indicating which specific property owners require notification will be provided to the applicant and will be used as a basis for reimbursement of the envelope and postage costs.
  - The above listed spreadsheet will be **transmitted electronically** to the applicant.
11. **Documentation to Show Support from Adjacent Landowners for Proposed Amendment** – Documentation of support (i.e., letters of support) will be accepted. Benchmarks at which time support will be tallied at time of submittal.



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- After open house
  - After public hearing
12. **Items 8, 9, and 11 in digital format** – A copy of all information should be provided to staff in digital format on a CD, USB or transmitted electronically.

### RESOURCES:

COH-Planning & Development Website: [www.houstonplanning.com](http://www.houstonplanning.com)

MTFP website: <http://www.houstontx.gov/planning/transportation/MTFP.html>

Includes:

- MTFP Policy Statement
- 2019 MTFP Map
- 2019 MTFP Hierarchy Classification Table
- 2019 MTFP GIS data
- Historical MTFP maps
- 2020 MTFP Amendment - Application, Timeline and Process

Consolidated Transportation Planning: <http://mycity.houstontx.gov/HoustonCTP/>

Harris County Appraisal District [www.hcad.org](http://www.hcad.org)

Fort Bend County Appraisal District [www.fbcad.org](http://www.fbcad.org)

Montgomery Central Appraisal District <http://www.mcad-tx.org/>

Liberty County Central Appraisal District [www.libertycad.com](http://www.libertycad.com)

Harris County Flood Control District [www.hcfc.org/tsarp.asp](http://www.hcfc.org/tsarp.asp)

Grand Parkway / SH 99 <http://grandpky.com/>

Dallas-Houston High Speed Rail <http://www.fra.dot.gov/Page/P0700>

COH - Bicycle Master Plan [houstonbikeplan.org](http://houstonbikeplan.org)

Complete Streets E.O. [houstontx.gov/completestreets](http://houstontx.gov/completestreets)

### TO CONTACT US:

**Location:**

City of Houston  
Planning and Development Department  
Transportation Planning  
611 Walker Street, Sixth Floor  
Houston, Texas 77002

**Mailing Address:**

City of Houston  
Planning and Development Department  
Transportation Planning  
P. O. Box 1562  
Houston, Texas 77251-1562

**Staff Contacts:**

**Sharon Moses-Burnside**

Phone: 832.393.6564

Fax: 832.393.6664

Email: [Sharon.Moses-Burnside@houstontx.gov](mailto:Sharon.Moses-Burnside@houstontx.gov)

**Jennifer Ostlind**

Phone: 832.393.6569

Fax: 832.393.6664

Email: [Jennifer.Ostlind@houstontx.gov](mailto:Jennifer.Ostlind@houstontx.gov)

## **COH MFTP TIMELINE & PROCESS**

**Mandatory pre-submittal conference with staff** – January 6, 2020 to February 28, 2020

**Application submittal period** – January 13 to February 28, 2020

**Planning Commission Workshop** – April 16, 2020

Applicants will make brief presentation regarding their proposal to the Planning Commission.

**Thursday, April 16 - 1:00 pm to 2:30 pm**

**City Hall Annex Chambers, Public Level**

**900 Bagby Street, Houston, Texas 77002**

**Property Owner Notification** – Early April 2020

Notice of the open house and public hearing will be mailed to affected property owners in early April 2020. A notice will also run in the Houston Chronicle for three consecutive days.

**Open House** – April 29, 2020

The purpose of the open house is to provide information about all MTFP amendment requests to anyone from the community who may have an interest. This provides an opportunity to the public to understand the issue(s) prior to the Public Hearing meeting.

**Wednesday, April 29 - 5:30 pm to 7:30 pm**

**United Way Community Resource Center**

**50 Waugh Drive, Houston, Texas, 77007**

**Public Hearing** – June 4, 2020

A Planning Commission public hearing will be held at City Hall Annex, Council Chamber (900 Bagby Street, Houston TX 77002). This is an opportunity for concerned citizens to speak in support or in opposition to the proposed amendments.

**Thursday, June 4 - 2:30 pm**

**City Hall Annex Chambers, Public Level**

**900 Bagby Street, Houston, Texas 77002**

**Planning Commission Consideration** - July 16, 2020

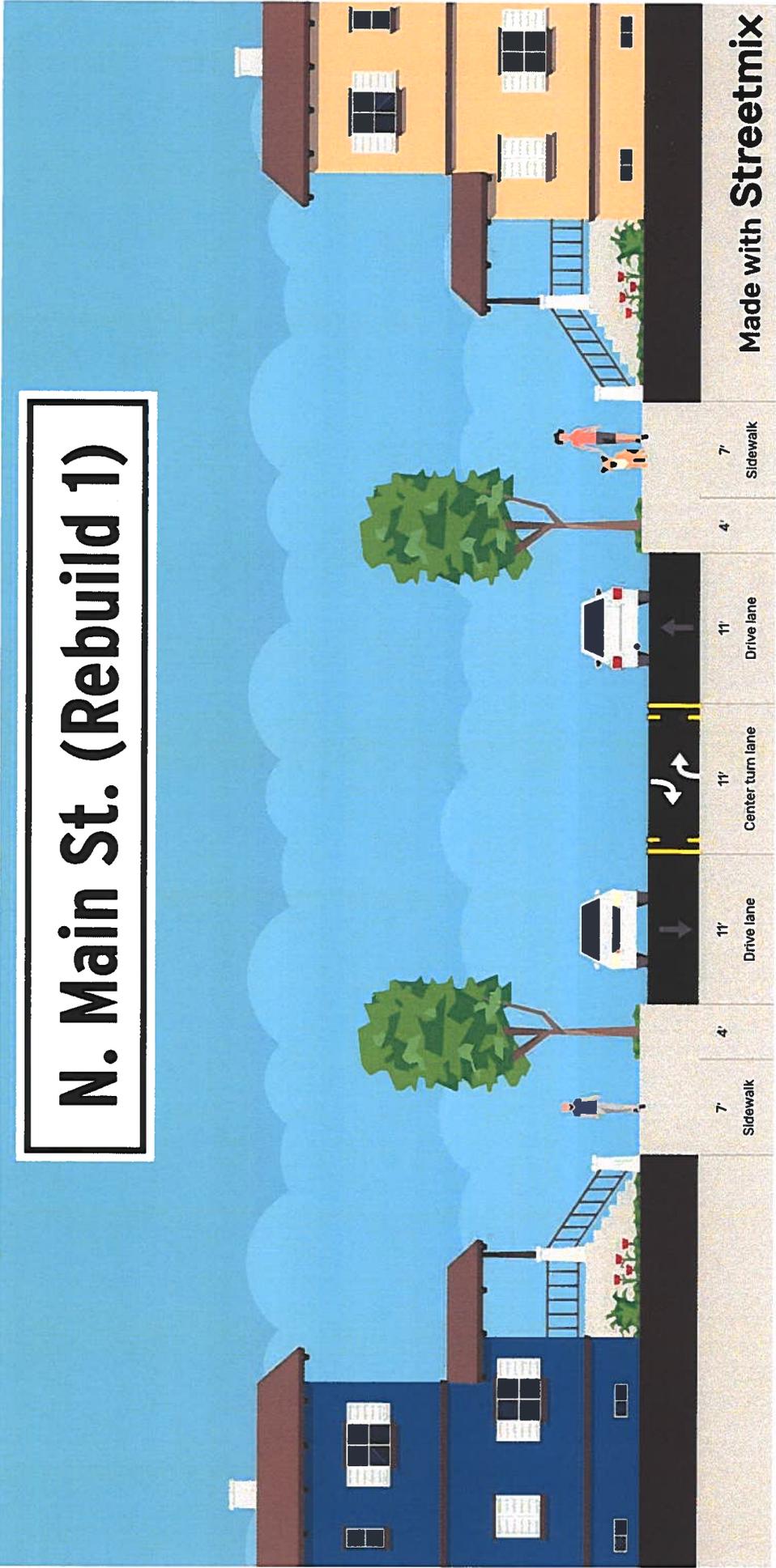
The Planning Commission will consider taking action on each application. The Planning & Development Department will forward the proposed changes to the 2019 MTFP map by September 1, 2020, to City Council for adoption.

**Thursday, July 16 - 2:30 pm**

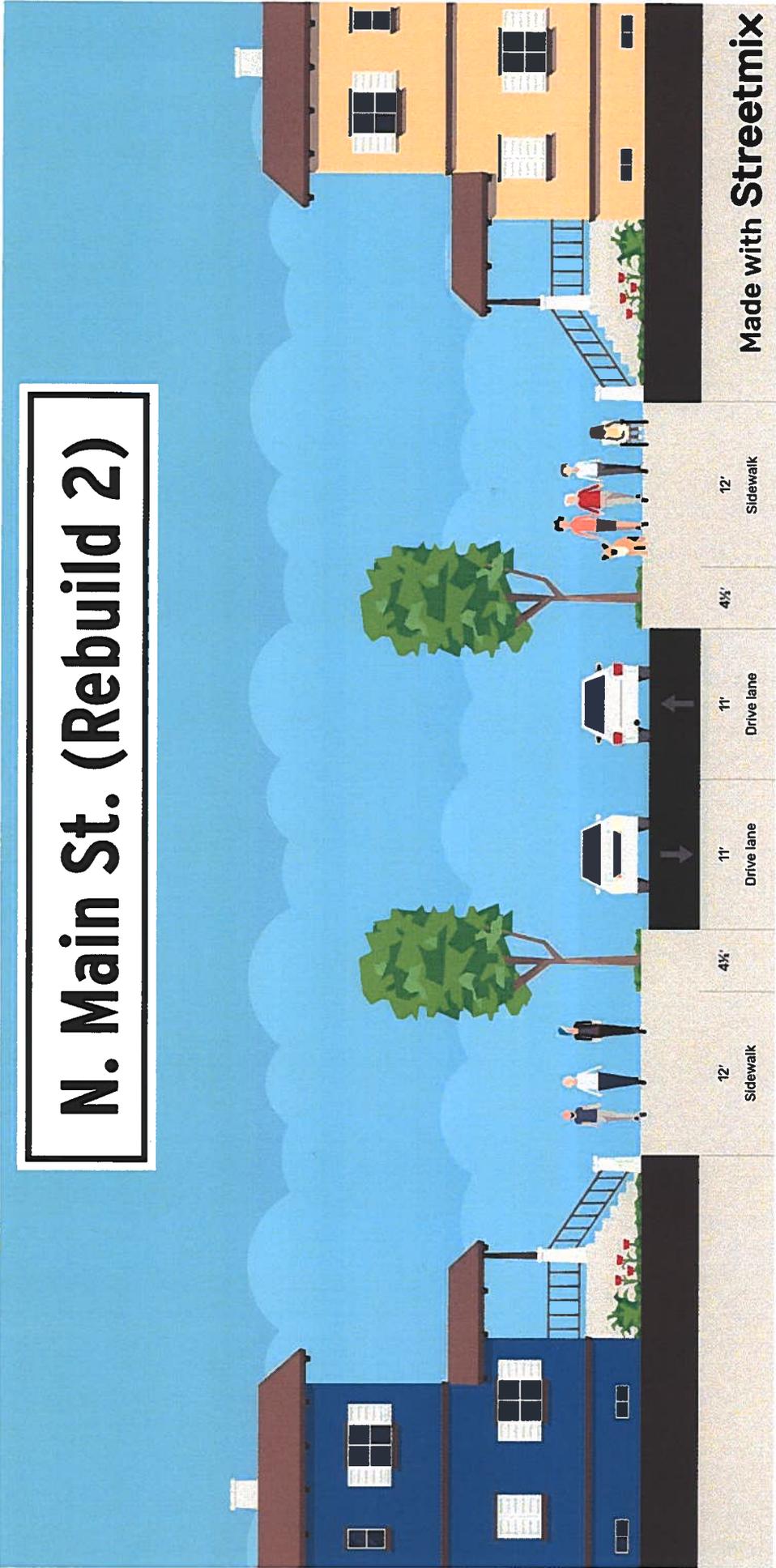
**City Hall Annex Chambers, Public Level**

**900 Bagby Street, Houston, Texas 77002**

# N. Main St. (Rebuild 1)



# N. Main St. (Rebuild 2)



# N. Main St. (Rebuild 3)

