

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

June 8, 2020

**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"), open to the public, on **Monday, June 8, 2020, at 9:00 a.m., via telephonic communication***, dial **US Toll Free 1.855.282.6330**, when prompted enter **Access Code 927 059 740#** and join as a participant 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:

* In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended various open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as Montgomery County Municipal Utility District No. 9, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda.

1. Establish quorum and call to order.
2. Public comments.
3. Minutes of the previous meetings.
4. Adopt budget for the fiscal year ending June 30, 2021.
5. Engage auditor to prepare the audit for the fiscal year ending June 30, 2021.
6. Recommendation from the Selection Committee related to retaining Professional Engineering Services and consider taking any action thereon.
7. 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.
8. 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.
9. 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.



Clark Stockton Lord
Attorney for the Authority and the Zone

**MINUTES OF REGULAR MEETING
OF
HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

March 9, 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 9th day of March 2020, and the roll was called of the duly constituted officers and members of the Board, to-wit:

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

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

Also present were: Clark Lord and Brenda Presser 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 January 13, 2020. Following discussion, upon a motion made by Director Cavazos and seconded by Director Castillo, the Board voted unanimously to approve the minutes of January 13, 2020.

ENGAGEMENT AGREEMENT BETWEEN MASTERSON ADVISORS FOR FINANCIAL ADVISORY SERVICES

Mr. DeLeon reported that an increment for the Authority’s recently annexed area will occur in the summer. He stated that an engagement agreement was requested of Masterson Advisors to assist the Authority in determining the size and funding of future projects in Tax Increment Reinvestment Zone No. 21 (the “Zone”) relating to the increment from the Authority’s expanded property. Ms. Blomquist reported that the fee schedule reflected in the engagement letter is based upon bond/debt

issuance. Following discussion, upon a motion made by Director Cantu and seconded by Director Burke, the Board voted unanimously to approve the Engagement Agreement for Masterson Advisors for financial advisory services. A copy is attached as Exhibit “C.”

AUTHORIZE REQUEST FOR QUALIFICATIONS PROFESSIONAL ENGINEERING SERVICES

Mr. DeLeon discussed, in conjunction with Houston Public Works and City Council, the Authority conducting infrastructure analyses to identify and prioritize infrastructure projects, establish budgets, and develop an overall Capital Improvement Project Plan and Program for the Zone. He noted it is anticipated that the Zone will be terminated in approximately 20 years and it will be advantageous for the Authority to have an evaluation of the feasibility and issues with proposed projects. Discussion ensued regarding timeline for posting notice, receipt of qualification and evaluation of qualifications. Following discussion, upon a motion made by Director Castillo and seconded by Director Cantu, the Board voted unanimously to authorize Mr. DeLeon to post a Public Notice to Request for Qualifications for Professional Engineering Services in the Houston Business Journal. A copy of the Request for Qualifications is attached as Exhibit “D.”

DISCUSS POTENTIAL COLLABORATION WITH THE COUNTY, CITY, METRO, AND GREATER NORTHSIDE MANAGEMENT DISTRICT ON THE QUITMAN STREET PEDESTRIAN IMPROVEMENTS PROJECT

Ms. Reyna reviewed and discussed a conceptual project for proposed sidewalk, lighting and bike lanes enhancements. She reported on committed resources from other governmental entities and non-profits and additional funding required to fully realize all aspects of the project. Ms. Reyna requested the Board to commit to participate in funding. Discussion ensued regarding a specific amount and timing. It was noted that the Authority is in its third quarter of the fiscal year, and there are no excess funds available in the current budget to commit funding. The Board discussed proposed project and proposed available funds in the upcoming fiscal year. Following discussion, upon a motion made by Director Burke, seconded by Director Castillo, the Board voted unanimously to support the conception of the Greater Northside Management District’s Quitman Street Pedestrian Improvements Project, pending funding participation by proposed partners and the Authority’s available funds from the upcoming fiscal year and other TIRZ projects. An illustration of the proposed Quitman Street Pedestrian Improvement Project is attached as Exhibit “E.”

DISCUSS POTENTIAL MFTP APPLICATION FOR THE N. MAIN CORRIDOR FROM BOUNDARY STREET TO THE INTERSTATE 45 FEEDER ROAD

Director Castillo discussed an Application for Major Thoroughfare and Freeway Plan as a proposed project idea. A copy is attached as Exhibit “F.” He stated that the general idea is to downgrade the thoroughfare for the North Main corridor from Boundary Street to Interstate 45 access road to enhance safety issues. He reported that he has met with Glen Park Home Owners Association to collaborate on the idea for improvements and suggested that a traffic study be conducted for feasibility for improvement. Mr. DeLeon discussed steps and procedures to proceed and stated that he will check the budget for engineering studies. Following discussion, upon a motion by Director Cavazos, seconded by Director Cantu, the Board voted unanimously to authorize a traffic study to determine the feasibility to implement improvements to downgrade the thoroughfare for the North Main corridor from Boundary Street to Interstate 45 access road to enhance safety issues and take necessary steps for interest in lane reduction.

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

The Board did not convene in Executive Session.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

DRAFT

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

Secretary

DRAFT

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

March 9, 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 9th day of March 2020, and the roll was called of the duly constituted officers and members of the Board, to-wit:

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

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

Also present were: Clark Lord and Brenda Presser 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 January 13, 2020. Following discussion, upon a motion made by Director Cavazos and seconded by Director Castillo, the Board voted unanimously to approve the minutes of January 13, 2020.

ENGAGEMENT AGREEMENT BETWEEN MASTERSON ADVISORS FOR FINANCIAL ADVISORY SERVICES

Mr. DeLeon reported that an increment for the Authority’s recently annexed area will occur in the summer. He stated that an engagement agreement was requested of Masterson Advisors to assist the Authority in determining the size and funding of future projects in Tax Increment Reinvestment Zone No. 21 (the “Zone”) relating to the increment from the Authority’s expanded property. Ms. Blomquist reported that the fee schedule reflected in the engagement letter is based upon bond/debt

issuance. Following discussion, upon a motion made by Director Cantu and seconded by Director Burke, the Board voted unanimously to approve the Engagement Agreement for Masterson Advisors for financial advisory services. A copy is attached as Exhibit “C.”

AUTHORIZE REQUEST FOR QUALIFICATIONS PROFESSIONAL ENGINEERING SERVICES

Mr. DeLeon discussed, in conjunction with Houston Public Works and City Council, the Authority conducting infrastructure analyses to identify and prioritize infrastructure projects, establish budgets, and develop an overall Capital Improvement Project Plan and Program for the Zone. He noted it is anticipated that the Zone will be terminated in approximately 20 years and it will be advantageous for the Authority to have an evaluation of the feasibility and issues with proposed projects. Discussion ensued regarding timeline for posting notice, receipt of qualification and evaluation of qualifications. Following discussion, upon a motion made by Director Castillo and seconded by Director Cantu, the Board voted unanimously to authorize Mr. DeLeon to post a Public Notice to Request for Qualifications for Professional Engineering Services in the Houston Business Journal. A copy of the Request for Qualifications is attached as Exhibit “D.”

DISCUSS POTENTIAL COLLABORATION WITH THE COUNTY, CITY, METRO, AND GREATER NORTHSIDE MANAGEMENT DISTRICT ON THE QUITMAN STREET PEDESTRIAN IMPROVEMENTS PROJECT

Ms. Reyna reviewed and discussed a conceptual project for proposed sidewalk, lighting and bike lanes enhancements. She reported on committed resources from other governmental entities and non-profits and additional funding required to fully realize all aspects of the project. Ms. Reyna requested the Board to commit to participate in funding. Discussion ensued regarding a specific amount and timing. It was noted that the Zone is in its third quarter of the fiscal year, and there are no excess funds available in the current budget to commit funding. The Board discussed proposed project and proposed available funds in the upcoming fiscal year. Following discussion, upon a motion made by Director Burke, seconded by Director Castillo, the Board voted unanimously to support the conception of the Greater Northside Management District’s Quitman Street Pedestrian Improvements Project, pending funding participation by proposed partners and the Zone’s available funds from the upcoming fiscal year and other TIRZ projects. An illustration of the proposed Quitman Street Pedestrian Improvement Project is attached as Exhibit “E.”

DISCUSS POTENTIAL MFTP APPLICATION FOR THE N. MAIN CORRIDOR FROM BOUNDARY STREET TO THE INTERSTATE 45 FEEDER ROAD

Director Castillo discussed an Application for Major Thoroughfare and Freeway Plan as a proposed project idea. A copy is attached as Exhibit “F.” He stated that the general idea is to downgrade the thoroughfare for the North Main corridor from Boundary Street to Interstate 45 access road to enhance safety issues. He reported that he has met with Glen Park Home Owners Association to collaborate on the idea for improvements and suggested that a traffic study be conducted for feasibility for improvement. Mr. DeLeon discussed steps and procedures to proceed and stated that he will check the budget for engineering studies. Following discussion, upon a motion by Director Cavazos, seconded by Director Cantu, the Board voted unanimously to authorize a traffic study to determine the feasibility to implement improvements to downgrade the thoroughfare for the North Main corridor from Boundary Street to Interstate 45 access road to enhance safety issues and take necessary steps for interest in lane reduction.

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

The Board did not convene in Executive Session.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

DRAFT

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

Secretary

DRAFT

CITY OF HOUSTON
 ECONOMIC DEVELOPMENT DIVISION
 FISCAL YEAR 2021 BUDGET PROFILE

Fund Summary
 Fund Name: **Hardy Yards/Near Northside**
 TIRZ: **21**
 Fund Number: **7569/50**

P R O J E C T P L A N N E R I E S	Base Year:	2003
	Base Year Taxable Value:	\$ 40,313,080
	Projected Taxable Value (TY2020):	\$ 170,920,450
	Current Taxable Value (TY2019):	\$ 164,346,587
	Acres:	326.1
	Administrator (Contact):	Ralph De Leon
	Contact Number:	(832) 978-5910

N A R R A T I V E	Zone Purpose:
	Tax Increment Reinvestment Zone Number Twenty-One, City of Houston, Texas was created to provide plans and programs needed to reposition a former Union Pacific rail yard site into a mixed-use development consisting of affordable housing and transit oriented mixed-use development through the design and construction of roadways and streets, utility systems, parks, hike and bike trails, mobility improvements, land acquisition and environmental remediation.

P R O J E C T P L A N N E R I E S		Total Plan	Cumulative Expenses (to 6/30/19)	Variance
		Capital Projects:		
	Roadway and Sidewalk Improvements	\$ 37,692,000	\$ 11,482,180	\$ 26,209,820
	Public Utility Improvements	7,884,000	-	7,884,000
	Parks, Plazas and Recreational Facilities	4,328,000	-	4,328,000
		-	-	-
		-	-	-
		-	-	-
	Total Capital Projects	\$ 49,904,000	\$ 11,482,180	\$ 38,421,820
	Affordable Housing	24,920,874	1,625,563	23,295,311
	School & Education/Cultural Facilities	-	-	-
	Financing Costs	1,700,000	-	1,700,000
	Administration Costs/ Professional Services	2,200,000	606,053	1,593,947
	Creation Costs	-	-	-
	Total Project Plan	\$ 78,724,874	\$ 13,713,796	\$ 65,011,078

D E B T	Additional Financial Data	FY2020 Budget	FY2020 Estimates	FY2021 Budget
		<u>Debt Service</u>		
	Principal	\$ -	\$ -	\$ -
	Interest	\$ -	\$ -	\$ -
		Balance as of 6/30/19	Projected Balance as of 6/30/20	Projected Balance as of 6/30/21
	<u>Year End Outstanding (Principal)</u>			
	Bond Debt	\$ -	\$ -	\$ -
	Bank Loan	\$ -	\$ -	\$ -
	Line of Credit	\$ -	\$ -	\$ -
	Developer Agreement - Onsite Improvements	\$ 4,556,185	\$ 4,463,221	\$ 4,365,541
	Developer Agreement - Offsite Improvements	\$ 2,305,500	\$ 2,066,449	\$ 1,815,273
	Other	\$ -	\$ -	\$ -

CITY OF HOUSTON
 ECONOMIC DEVELOPMENT DIVISION
 FISCAL YEAR 2021 BUDGET DETAIL

Fund Summary
 Fund Name: **Hardy Yards/Near Northside**
 TIRZ: **21**
 Fund Number: **7569/50**

TIRZ Budget Line Items	FY2020 Budget	FY2020 Estimates	FY2021 Budget
RESOURCES			
RESTRICTED Funds - Capital Projects	\$ -	\$ 1,229,429	\$ -
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Planning and Development	\$ 1,634,164	\$ -	\$ 1,233,407
UNRESTRICTED Funds	\$ -	\$ -	\$ -
Beginning Balance	\$ 1,634,164	\$ 1,229,429	\$ 1,233,407
City tax revenue	\$ 710,622	\$ 596,143	\$ 627,739
County tax revenue	\$ -	\$ -	\$ -
ISD tax revenue	\$ -	\$ -	\$ -
ISD tax revenue - Pass Through	\$ -	\$ -	\$ -
Community College tax revenue	\$ -	\$ -	\$ -
Incremental property tax revenue	\$ 710,622	\$ 596,143	\$ 627,739
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Miscellaneous revenue	\$ -	\$ -	\$ -
COH TIRZ interest	\$ 170	\$ 170	\$ 170
Interest Income	\$ 500	\$ 3,809	\$ 1,620
Other Interest Income	\$ 670	\$ 3,979	\$ 1,790
	\$ -	\$ -	\$ -
GLO Texas Community Block Grant Program	\$ 231,639	\$ 647,829	\$ -
Grant Proceeds	\$ 231,639	\$ 647,829	\$ -
	\$ -	\$ -	\$ -
Proceeds from Bank Loan	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Contract Revenue Bond Proceeds	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL AVAILABLE RESOURCES	\$ 2,577,095	\$ 2,477,379	\$ 1,862,936

CITY OF HOUSTON
 ECONOMIC DEVELOPMENT DIVISION
 FISCAL YEAR 2021 BUDGET DETAIL

Fund Summary
 Fund Name: Hardy Yards/Near Northside
 TIRZ: 21
 Fund Number: 7569/50

TIRZ Budget Line Items	FY2020 Budget	FY2020 Estimates	FY2021 Budget
EXPENDITURES			
Accounting	\$ 10,000	\$ 6,620	\$ 10,000
Administration Salaries & Benefits	\$ 8,000	\$ -	\$ 35,000
Auditor	\$ 10,000	\$ 8,000	\$ 10,000
Tax Advisor	\$ 2,000	\$ 1,090	\$ 2,000
Insurance	\$ 1,000	\$ 928	\$ 1,000
Office Expense	\$ 250	\$ 440	\$ 250
TIRZ Administration and Overhead	\$ 31,250	\$ 17,078	\$ 58,250
Engineering Consultants	\$ 10,000	\$ -	\$ 225,000
Legal	\$ 20,000	\$ 7,030	\$ 20,000
Construction Audit	\$ -	\$ -	\$ -
Planning Consultants	\$ 25,000	\$ 11,500	\$ -
Program and Project Consultants	\$ 55,000	\$ 18,530	\$ 245,000
Management consulting services	\$ 86,250	\$ 35,607	\$ 303,250
Capital Expenditures (See CIP Schedule)	\$ 246,639	\$ 647,829	\$ 177,000
TIRZ Capital Expenditures	\$ 246,639	\$ 647,829	\$ 177,000
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Hardy Yards/Cypress - OnSite	\$ 109,751	\$ 92,964	\$ 97,680
Hardy Yards/Cypress OffSite	\$ 282,216	\$ 239,051	\$ 251,176
Developer / Project Reimbursements	\$ 391,967	\$ 332,015	\$ 348,856
System debt service	\$ -	\$ -	\$ -
TOTAL PROJECT COSTS	\$ 724,856	\$ 1,015,451	\$ 829,106
Payment/transfer to ISD - educational facilities	\$ -	\$ -	\$ -
Administration Fees:			
City	\$ 35,991	\$ 29,807	\$ 31,387
County	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -
HCC	\$ -	\$ -	\$ -
Affordable Housing:			
City	\$ 236,874	\$ 198,714	\$ 209,246
County	\$ -	\$ -	\$ -
ISD to City of Houston	\$ -	\$ -	\$ -
Municipal Services (Payable to COH)	\$ -	\$ -	\$ -
Total Transfers	\$ 272,865	\$ 228,521	\$ 240,633
Total Budget	\$ 997,721	\$ 1,243,972	\$ 1,069,739
RESTRICTED Funds - Capital Projects	\$ -	\$ -	\$ -
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Planning and Development	\$ 1,579,374	\$ 1,233,407	\$ 793,197
UNRESTRICTED Funds	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 1,579,374	\$ 1,233,407	\$ 793,197
Total Budget & Ending Fund Balance	\$ 2,577,095	\$ 2,477,379	\$ 1,862,936

Notes:

Council District	CIP No.	Project	Fiscal Year Planned Appropriations							FY21 - FY25 Total	Cumulative Total (To Date)
			Through 2019	Projected 2020	2021	2022	2023	2024	2025		
H	T-2101	Near Northside Hernandez Tunnel	\$ -	647,829	-	-	-	-	-	-	647,829
H	T-2102	Hernandez Tunnel Mural	\$ 15,000	-	-	-	-	-	-	-	15,000
0	T-2103	English Street Park	\$ -	-	122,000	515,000	-	-	-	637,000	637,000
0	T-2104	2600 - 3500 Block Main Street Pedestrian/Bicycle	\$ -	-	55,000	-	-	-	-	55,000	55,000
0	T-2105	FUTURE CIP PROJECT	\$ -	-	-	-	-	-	-	-	-
0	T-2106	FUTURE CIP PROJECT	\$ -	-	-	-	-	-	-	-	-
0	T-2107	FUTURE CIP PROJECT	\$ -	-	-	-	-	-	-	-	-
H	T-2199	Concrete Panel Replacement Program	\$ -	-	-	-	-	-	-	-	-
Totals			\$ 15,000	\$ 647,829	\$ 177,000	\$ 515,000	\$ -	\$ -	\$ -	\$ 692,000	\$ 1,354,829

* NOTE:

** NOTE:

*** NOTE:

Source of Funds	Fiscal Year Planned Appropriations								FY21 - FY25 Total	Cumulative Total (To Date)
	Through 2019	Projected 2020	2021	2022	2023	2024	2025			
TIRZ Funds	15,000	-	177,000	515,000	-	-	-	-	692,000	707,000
City of Houston	-	-	-	-	-	-	-	-	-	-
Grants	-	647,829	-	-	-	-	-	-	-	647,829
Other	-	-	-	-	-	-	-	-	-	-
Project Total	15,000	647,829	177,000	515,000	-	-	-	-	692,000	1,354,829

Project: Near Northside Hernandez Tunnel	City Council District		Key Map:	491	WBS.:	T-2101			
	Location:	H	Geo. Ref.:						
	Served:	H	Neighborhood:						
Description:	Tunnel rehabilitation and South Ramp rehabilitation. Pavement resurfacing, concrete wall surface repairs, pedestrian railing replacements, safety lighting and warning system, graffiti removal		Operating and Maintenance Costs: (\$ Thousands)						
Justification:	Improve walkable and livable communities. Promote common good and general welfare of the community.			2021	2022	2023	2024	2025	Total
	Personnel	-	-	-	-	-	-	-	\$ -
	Supplies	-	-	-	-	-	-	-	\$ -
	Svcs. & Chgs.	-	-	-	-	-	-	-	\$ -
	Capital Outlay	-	-	-	-	-	-	-	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	FTEs								-

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	1,286,960	647,829	-	-	-	-	-	\$ -	\$ 647,829
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other: Construction Mgmt	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ 1,286,960	\$ 647,829	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 647,829
Source of Funds											
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grant Funds		-	1,286,960	647,829	-	-	-	-	-	\$ -	\$ 647,829
Other		-	-	-	-	-	-	-	-	\$ -	\$ -

Project:	Hernandez Tunnel Mural	City Council District		Key Map:		WBS.:	T-2102	
		Location:	H	Geo. Ref.:				
		Served:	H	Neighborhood:				
Description:	Mural for Hernandez Tunnel at 50% Cost Sharing with the Near Northside Management District.	Operating and Maintenance Costs: (\$ Thousands)						
			2021	2022	2023	2024	2025	Total
Justification:	Hernandez Tunnel on Main Street is the primary pedestrian pathway between Near Northside communities and downtown Houston.	Personnel	-	-	-	-	-	\$ -
		Supplies	-	-	-	-	-	\$ -
		Svcs. & Chgs.	-	-	-	-	-	\$ -
		Capital Outlay	-	-	-	-	-	\$ -
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							FTEs	-

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	15,000	-	-	-	-	-	-	-	\$ -	\$ 15,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Source of Funds											
TIRZ Funds		15,000	-	-	-	-	-	-	-	\$ -	\$ 15,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000

Project: English Street Park	City Council District	Key Map:		WBS.:	T-2103		
	Location:	Geo. Ref.:					
	Served:	Neighborhood:					
Description:	METRO owned Lot remnant remaining after construction of light rail line on Fulton Street. Approximately 4,304 sq. ft. and described as 202 English Street, Parcel 360, HCAD Acct 066-064-330-0047.	Operating and Maintenance Costs: (\$ Thousands)					
		2021	2022	2023	2024	2025	Total
	Personnel	-	-	-	-	-	\$ -
	Supplies	-	-	-	-	-	\$ -
Justification:	Located adjacent to Lindale Park METRO Light Rail Stop, the park will provide a non-vehicular safe haven with pedestrian amenities for transit users and open green space for the community.						
	Svcs. & Chgs.	-	-	-	-	-	\$ -
	Capital Outlay	-	-	-	-	-	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	FTEs						-

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	15,000	-	-	-	-	\$ 15,000	\$ 15,000
2	Acquisition	-	-	-	50,000	-	-	-	-	\$ 50,000	\$ 50,000
3	Design	-	-	-	45,000	-	-	-	-	\$ 45,000	\$ 45,000
4	Construction	-	-	-	-	500,000	-	-	-	\$ 500,000	\$ 500,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	12,000	15,000	-	-	-	\$ 27,000	\$ 27,000
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	12,000	15,000	-	-	-	\$ 27,000	\$ 27,000
Total Allocations		\$ -	\$ -	\$ -	\$ 122,000	\$ 515,000	\$ -	\$ -	\$ -	\$ 637,000	\$ 637,000
Source of Funds											
TIRZ Funds		-	-	-	122,000	515,000	-	-	-	\$ 637,000	\$ 637,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ 122,000	\$ 515,000	\$ -	\$ -	\$ -	\$ 637,000	\$ 637,000

Project: 2600 - 3500 Block Main Street Pedestrian/Bicycle Safety Project	City Council District	Key Map:		WBS.:	T-2104		
	Location:	Geo. Ref.:					
	Served:	Neighborhood:					
Description: Amendment to Major Thoroughfare Plan to provide for adequate sidewalks/multi-purpose pathway from I-45 to the METRO light rail facility on Fulton Street.	Operating and Maintenance Costs: (\$ Thousands)						
		2021	2022	2023	2024	2025	Total
Justification: Existing conditions consist of irregular stretches of non-connected segments of sidewalks, often blocked by telephone poles, or other conditions that render them useless.	Personnel	-	-	-	-	-	\$ -
	Supplies	-	-	-	-	-	\$ -
	Svcs. & Chgs.	-	-	-	-	-	\$ -
	Capital Outlay	-	-	-	-	-	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	FTEs						-

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	50,000	-	-	-	-	\$ 50,000	\$ 50,000
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	5,000	-	-	-	-	\$ 5,000	\$ 5,000
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	5,000	-	-	-	-	\$ 5,000	\$ 5,000
Total Allocations		\$ -	\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000
Source of Funds											
TIRZ Funds		-	-	-	55,000	-	-	-	-	\$ 55,000	\$ 55,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000

*NOTE:

Project: FUTURE CIP PROJECT		City Council District		Key Map:				WBS.:		T-2105	
		Location:		Geo. Ref.:							
		Served:		Neighborhood:							
Description:		Operating and Maintenance Costs: (\$ Thousands)									
			2021	2022	2023	2024	2025	Total			
		Personnel	-	-	-	-	-	-		\$ -	
		Supplies	-	-	-	-	-	-		\$ -	
Justification:		Svcs. & Chgs.	-	-	-	-	-	-		\$ -	
		Capital Outlay	-	-	-	-	-	-		\$ -	
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
		FTEs								-	

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source of Funds											
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project: FUTURE CIP PROJECT		City Council District		Key Map:				WBS.:	T-2106
		Location:		Geo. Ref.:					
		Served:		Neighborhood:					
Description:		Operating and Maintenance Costs: (\$ Thousands)							
			2021	2022	2023	2024	2025		Total
		Personnel	-	-	-	-	-	-	\$ -
		Supplies	-	-	-	-	-	-	\$ -
Justification:		Svcs. & Chgs.	-	-	-	-	-	-	\$ -
		Capital Outlay	-	-	-	-	-	-	\$ -
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FTEs							-

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source of Funds											
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project: FUTURE CIP PROJECT		City Council District		Key Map:		WBS.:		T-2107	
		Location:		Geo. Ref.:					
		Served:		Neighborhood:					
Description:		Operating and Maintenance Costs: (\$ Thousands)							
			2021	2022	2023	2024	2025	Total	
		Personnel	-	-	-	-	-	\$ -	
		Supplies	-	-	-	-	-	\$ -	
Justification:		Svcs. & Chgs.	-	-	-	-	-	\$ -	
		Capital Outlay	-	-	-	-	-	\$ -	
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		FTEs							

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source of Funds											
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project:	Concrete Panel Replacement Program	City Council District		Key Map:		WBS.:	T-2199	
		Location:	H	Geo. Ref.:				
		Served:	H	Neighborhood:				
Description:	Street maintenance program	Operating and Maintenance Costs: (\$ Thousands)						
			2019	2020	2021	2022	2023	Total
		Personnel	-	-	-	-	-	\$ -
		Supplies	-	-	-	-	-	\$ -
Justification:	Mobility improvements to extend life of roads.	Svcs. & Chgs.	-	-	-	-	-	\$ -
		Capital Outlay	-	-	-	-	-	\$ -
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FTEs						-

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source of Funds											
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grant		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TIRZ 21	FY2020 Estimate	FY2021	FY2022	FY2023	FY2024	FY2025
City	\$ 596,143	\$ 627,739	\$ 660,599	\$ 694,773	\$ 730,314	\$ 767,277
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD - Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INCREMENT REVENUES (1)	\$ 596,143	\$ 627,739	\$ 660,599	\$ 694,773	\$ 730,314	\$ 767,277
CITY OF HOUSTON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRANT PROCEEDS (5)	\$ 647,829	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS REVENUE	\$ -	\$ -	\$ 121,764	\$ 186,322	\$ 253,464	\$ 323,290
INTEREST INCOME	\$ 3,979	\$ 1,790	\$ 1,790	\$ 1,790	\$ 1,790	\$ 1,790
PROCEEDS FROM BANK LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL RESOURCES	\$ 1,247,950	\$ 629,529	\$ 784,153	\$ 882,885	\$ 985,568	\$ 1,092,357
ISD Education Set-Aside	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD Education Set-Aside - Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Affordable Housing						
City	\$ 198,714	\$ 209,246	\$ 220,200	\$ 231,591	\$ 243,438	\$ 255,759
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Municipal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Fees						
City	\$ 29,807	\$ 31,387	\$ 33,030	\$ 34,739	\$ 36,516	\$ 38,364
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFERS	\$ 228,521	\$ 240,633	\$ 253,230	\$ 266,330	\$ 279,954	\$ 294,123
Management Consulting Services	\$ 35,607	\$ 303,250	\$ 303,250	\$ 81,250	\$ 81,250	\$ 81,250
Loan Debt Service - Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 35,607	\$ 303,250	\$ 303,250	\$ 81,250	\$ 81,250	\$ 81,250
CASH FLOW FROM OPERATIONS	\$ 983,822	\$ 85,646	\$ 227,673	\$ 535,305	\$ 624,364	\$ 716,984
BEGINNING FUND BALANCE (7)	\$ 1,229,429	\$ 1,233,407	\$ 793,197	\$ 234,291	\$ 483,967	\$ 808,092
DEBT ISSUANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDS AVAILABLE FOR PROJECTS	\$ 2,213,251	\$ 1,319,053	\$ 1,020,870	\$ 769,596	\$ 1,108,332	\$ 1,525,076
Projects						
Hardy Yards/Cypress Development	\$ 332,015	\$ 348,856	\$ 271,579	\$ 285,629	\$ 300,240	\$ 315,436
DEVELOPER AGREEMENTS	\$ 332,015	\$ 348,856	\$ 271,579	\$ 285,629	\$ 300,240	\$ 315,436
T-2101 Near Northside Hernandez Tunnel	\$ 647,829	\$ -	\$ -	\$ -	\$ -	\$ -
T-2102 Hernandez Tunnel Mural	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-2103 English Street Park	\$ -	\$ 122,000	\$ 515,000	\$ -	\$ -	\$ -
T-2104 2600 - 3500 Block Main Street Pedestrian/Bicycle	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -
T-2105 FUTURE CIP PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-2106 FUTURE CIP PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-2107 FUTURE CIP PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-2199 Concrete Panel Replacement Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL PROJECTS	\$ 647,829	\$ 177,000	\$ 515,000	\$ -	\$ -	\$ -
TOTAL PROJECTS	\$ 979,844	\$ 525,856	\$ 786,579	\$ 285,629	\$ 300,240	\$ 315,436
RESTRICTED Funds - Planning and Development	\$ 1,233,407	\$ 793,197	\$ 234,291	\$ 483,967	\$ 808,092	\$ 1,209,640
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESTRICTED Funds - Development Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unrestricted Funds/Net Current Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 1,233,407	\$ 793,197	\$ 234,291	\$ 483,967	\$ 808,092	\$ 1,209,640

CITY OF HOUSTON

TAX INCREMENT CALCULATION WORKSHEET

5-Year Plan Revenue

Vlookup Column = 30

TIRZ (All City Jurisdictions)

Column	1	2	3	4	9	14	19	20	30	31	36
Tax Year	Tax Rate (1)	Tax Rate (1)	Tax Rate (1)	Total Base	Total Current Value	Total Current Increment	Current Payment	Average Growth Rate			
1996	0.0066500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
1997	0.0066500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
1998	0.0066500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
1999	0.0066500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
2000	0.0065500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
2001	0.0065500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
2002	0.0065500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
2003	0.0065500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
2004	0.0065000	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
2005	0.0064750	0.0000000	0.0000000	0	0	0	\$ -	0.00%	0.10%	\$ 200,000.00	\$ 200.00
2006	0.0064500	0.0000000	0.0000000	0	0	0	\$ -	0.00%			
2007	0.0064375	0.0000000	0.0000000	40,313,080	84,721,500	44,408,420	\$ 283,964	0.00%			
2008	0.0063875	0.0000000	0.0000000	40,313,080	83,451,086	43,138,006	\$ 274,607	-1.50%			
2009	0.0063875	0.0000000	0.0000000	40,313,080	83,098,257	42,785,177	\$ 272,279	-4.42%			
2010	0.0063875	0.0000000	0.0000000	40,313,080	79,386,582	39,073,502	\$ 248,109	-4.47%			
2011	0.0063875	0.0000000	0.0000000	40,313,080	78,559,561	38,246,481	\$ 243,395	-1.04%			
2012	0.0063875	0.0000000	0.0000000	40,313,080	78,648,283	38,335,203	\$ 244,523	0.11%			
2013	0.0063875	0.0000000	0.0000000	40,313,080	80,867,853	40,554,773	\$ 258,500	2.82%			
2014	0.0063108	0.0000000	0.0000000	40,313,080	84,478,522	44,165,442	\$ 278,050	4.46%			
2015	0.0060112	0.0000000	0.0000000	40,313,080	88,608,555	48,295,475	\$ 289,472	4.89%			
2016	0.0058642	0.0000000	0.0000000	40,313,080	146,692,746	106,379,666	\$ 622,147	65.55%			
2017	0.0058421	0.0000000	0.0000000	40,313,080	160,885,394	120,572,314	\$ 660,714	9.68%			
2018	0.0058831	0.0000000	0.0000000	40,313,080	196,023,987	155,710,907	\$ 775,264	4.00%			
2019	0.0056792	0.0000000	0.0000000	40,313,080	164,346,587	124,033,507	\$ 596,143	4.00%			
2020	0.0056792	0.0000000	0.0000000	40,313,080	170,920,450	130,607,370	\$ 627,739	4.00%			
2021	0.0056792	0.0000000	0.0000000	40,313,080	177,757,268	137,444,188	\$ 660,599	4.00%			
2022	0.0056792	0.0000000	0.0000000	40,313,080	184,867,559	144,554,479	\$ 694,773	4.00%			
2023	0.0056792	0.0000000	0.0000000	40,313,080	192,262,262	151,949,182	\$ 730,314	4.00%			
2024	0.0056792	0.0000000	0.0000000	40,313,080	199,952,752	159,639,672	\$ 767,277	4.00%			
2025	0.0056792	0.0000000	0.0000000	40,313,080	207,950,862	167,637,782	\$ 805,719	4.00%			
2026	0.0056792	0.0000000	0.0000000	40,313,080	216,268,897	175,955,817	\$ 845,698	4.00%			
2027	0.0056792	0.0000000	0.0000000	40,313,080	224,919,653	184,606,573	\$ 887,276	4.00%			
2028	0.0056792	0.0000000	0.0000000	40,313,080	233,916,439	193,603,359	\$ 930,517	4.00%			
2029	0.0056792	0.0000000	0.0000000	40,313,080	243,273,096	202,960,016	\$ 975,488	4.00%			
2030	0.0056792	0.0000000	0.0000000	40,313,080	253,004,020	212,690,940	\$ 1,022,258	4.00%			
2031	0.0056792	0.0000000	0.0000000	40,313,080	263,124,181	222,811,101	\$ 1,070,899	4.00%			
2032	0.0056792	0.0000000	0.0000000	40,313,080	273,649,148	233,336,068	\$ 1,121,485	4.00%			
2033	0.0056792	0.0000000	0.0000000	40,313,080	284,595,114	244,282,034	\$ 1,174,094	4.00%			

McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

13100 Wortham Center Drive
Suite 235
Houston, Texas 77065-5610
(713) 462-0341
Fax (713) 462-2708
E-Mail: mgsb@mgsbpllc.com

9600 Great Hills Trail
Suite 150W
Austin, Texas 78759
(512) 610-2209
www.mgsbpllc.com

April 6, 2020

Board of Directors
Hardy/Near Northside
Redevelopment Authority
City of Houston, Texas

We are pleased to confirm our understanding of the services we are to provide Hardy/Near Northside Redevelopment Authority (the “Authority”) for the years ended June 30, 2020, and June 30, 2021. We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the Authority as of and for the years ended June 30, 2020, and June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A) and the schedule of revenues, expenditures and changes in fund balance – budget and actual for the General Fund, to supplement the Authority’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis, and
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority’s financial statements. The document we submit to you will include various supplementary schedules, including supplementary information required by the City of Houston, Texas. This supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole except for that portion marked “unaudited”, on which we will express no opinion.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Board of Directors of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Authority and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the Authority's compliance with applicable laws and regulations and the provisions of certain contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Management is responsible for designing, implementing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, consultants, regulators, or others. In addition, you are responsible for identifying and ensuring that the Authority complies with applicable laws and regulations.

Management Responsibilities (Continued)

You are responsible for the preparation of the supplementary information in conformity with the City's requirements. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the City's requirements, (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the City's requirements, (3) that the methods of measurement or presentation have not changed from those used in the prior period, and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Other

The Authority will not pay any consultant for services that are determined to be an ineligible Project Cost under the TIRZ Act and the consultant shall repay the Authority for any payment made by the Authority to the consultant that is determined to be an ineligible Project Cost.

We are aware of the City of Houston's requirement to have the audit completed by September 30th, and barring any unforeseen circumstances every effort will be made to comply with this requirement

In accordance with provisions of the Local Records Retention Schedule Section 2-1: Item 1025-01 e) we agree to retain our audit work papers in our office for a period of three years after all questions arising from the audit have been resolved. In order to allow for all questions arising from the audit to be resolved and to comply with Rule 501.76(f) of the Rules of Professional Conduct of the Texas State Board of Public Accountancy the actual date will be the five-year anniversary of the audit report in question.

We expect to present a draft of the audit report within 45 days of the availability of the Authority's accounting records. Chris Swedlund is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. The following is an estimate of our fees for the audit included in this engagement letter:

- Audit of the Authority's financial statements as of and for the year ended June 30, 2020, to range between \$8,000 and \$9,000
- Audit of the Authority's financial statements as of and for the year ended June 30, 2021, to range between \$8,000 and \$9,000

Engagement Administration, Fees and Other (Continued)

Not included in the fees above are out-of-pocket costs such as printing, postage, and other charges incidental to the completion of our audit. If for any reason our services are terminated prior to issuance of a final report, our engagement will be deemed to have been completed, even if we have not completed our report. The Authority will be obligated to compensate us for our time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your consultants and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

As required by Chapter 2270, Government Code, we hereby verify that our firm does not boycott Israel and will not boycott Israel through the term of our engagement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this Agreement neither our firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages 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 has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

We believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. If you agree with the terms of the engagement as described in this letter, please sign the enclosed copy and return it to us. We appreciate the confidence you have placed in us by retaining this firm as your independent auditor in this matter.

Sincerely,



McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

This letter correctly sets forth the understanding of Hardy/Near Northside Redevelopment Authority.

_____	_____	_____
Signature	Title	Date

_____	_____
Mayor's Office of Economic Development	Date



**Hardy Near Northside Redevelopment Authority
Monthly Financial Report Summary
June Board Meeting
Monday, June 8, 2020**

At the beginning of January, the Hardy Near Northside Redevelopment Authority (TIRZ #21) beginning Operating Fund Balance was \$784,320. TIRZ #21 received a total of \$66,798, mainly from banking interest and a deposit for the payment of the Construction Retainage balance. During the period, TIRZ #21 processed \$90,190 in disbursements during the period. 71% of the disbursements related to disbursements to NBG Constructors Inc. for the Hernandez Tunnel Developer Reimbursement (\$63,958). The ending balance as of month end May 31, 2020 was \$760,928.

The invoices pending approval total \$15,585. See attached "Unpaid Bills Detail" Report on page 3. A transfer of \$-0- is required from the Pool Account to the Operating account to cover outstanding invoices.

**Hardy Near Northside Redevelopment Authority
General Operating Fund
As of May 31, 2020**

General Operating Fund

BEGINNING BALANCE \$ 784,319.69

REVENUE

BBVA Compass	8.19	Monthly Interest	
BBVA Compass	8.69	Monthly Interest	
BBVA Compass	6.40	Monthly Interest	
BBVA Compass	6.84	Monthly Interest	
BBVA Compass	6.01	Monthly Interest	
City of Houston	63,957.77	Construction Deposit	
TexPool Investment	930.35	Monthly Interest	
TexPool Investment	870.62	Monthly Interest	
TexPool Investment	587.74	Monthly Interest	
TexPool Investment	258.25	Monthly Interest	
TexPool Investment	157.43	Monthly Interest	
Total Revenue			66,798.29

DISBURSEMENTS

1063	Texas Municipal League	928.06	Insurance
1060	NBG Constructors Inc.	63,957.77	Retainage
EFT	BBVA Compass	14.00	Bank Service Charge
1061	Bracewell LLP	3,514.76	Legal Services
1062	Equitax Inc	1,089.90	Tax Consultants
1065	TIFWorks LLC	6,750.00	Admin Consultants
1064	The Morton Accounting Services	3,309.99	CPA Services
1068	Bracewell LLP	6,751.87	Legal Services
EFT	BBVA Compass	16.25	Bank Service Charge
EFT	BBVA Compass	14.00	Bank Service Charge
1067	TIFWorks LLC	3,375.00	Admin Consultants
EFT	BBVA Compass	14.00	Bank Service Charge
1069	Houston Business Journal	440.00	Bid Advertisement
EFT	BBVA Compass	14.40	Bank Service Charge
Total Disbursements			90,190.00

ENDING BALANCE **\$ 760,927.98**

May 31, 2020

Balance

LOCATION OF ASSETS			
BBVA Compass			\$ 70,220.62
TexPool Investment			690,707.36
Total Account Balance			\$ 760,927.98

HARDY/NEAR NORTHSIDE TIRZ # 21
Unpaid Bills Detail
As of June 2, 2020

Type	Date	Num	Memo	Due Date	Open Balance
Bracewell LLP					
Bill	03/31/2020	21877353	General Counsel through March 31, 2020	04/10/2020	1,099.60
Bill	03/31/2020	21877352	Meeting services through March 31, 2020	04/10/2020	4,050.00
Bill	04/30/2020	21878576	Meeting services through April 30, 2020	05/10/2020	778.50
Bill	05/31/2020	21881076	Meeting services through May 31, 2020	06/10/2020	276.30
Total Bracewell LLP					6,204.40
McCall Gibson Swedlund Barfoot PLLC					
Bill	05/01/2020	2019 Audit Final	FYE 06.30.19 Audit - Final billing	05/11/2020	2,000.00
Total McCall Gibson Swedlund Barfoot PLLC					2,000.00
The Morton Accounting Services					
Bill	05/31/2020	2053	CPA Services and Invest. Officer (Jan - May) & Transition Cost	06/10/2020	5,093.54
Total The Morton Accounting Services					5,093.54
TIFWorks, LLC					
Bill	06/02/2020	15	General Consulting Services January through June 2, 2020	06/12/2020	2,287.50
Total TIFWorks, LLC					2,287.50
TOTAL					15,585.44

HARDY/NEAR NORTHSIDE TIRZ # 21

BUDGET TO ACTUAL

11 Months Ended May 31, 2020

	May 31, 2020 Actual	May 31, 2020 Budget	Variance	% of Budget
Revenue				
Grant Income - Construction	\$ 235,206.73	\$ 231,639.00	\$ 3,567.73	101.54 %
Interest Income checking	327.34	500.00	(172.66)	65.47 %
Interest on TexPool	9,664.18	0.00	9,664.18	
Interest on TIRZ revenue	0.00	170.00	(170.00)	0.00 %
Tax increments	0.00	438,217.00	(438,217.00)	0.00 %
Total Revenue	245,198.25	670,526.00	(425,327.75)	36.57 %
Capital Improvement Plan				
T-2102 Hernandez Tunnel Mural	0.00	15,000.00	(15,000.00)	0.00 %
T-2101 Near Northside Hernandez	0.00	231,639.00	(231,639.00)	0.00 %
Total Capital Improvement Plan	0.00	246,639.00	(246,639.00)	0.00 %
Gross Profit	245,198.25	423,887.00	(178,688.75)	57.85 %
Operating Expenses				
Developer Reimbursement	649,005.73	391,967.00	257,038.73	165.58 %
Program and Project Consultants	0.00	0.00	0.00	
Planning Consultants	27,950.00	25,000.00	2,950.00	111.80 %
Engineering Consultation	0.00	10,000.00	(10,000.00)	0.00 %
General Counsel Representation	4,499.85	20,000.00	(15,500.15)	22.50 %
TIRZ Administration Overhead	0.00	0.00	0.00	
Tax Consultants	1,868.40	2,000.00	(131.60)	93.42 %
Accounting Services	18,027.53	10,000.00	8,027.53	180.28 %
Administrative Services	15,616.33	8,000.00	7,616.33	195.20 %
Audit Services	8,500.00	10,000.00	(1,500.00)	85.00 %
Bank Charges	161.64	262.60	(100.96)	61.55 %
Insurance - Liability	928.06	1,000.00	(71.94)	92.81 %
Office Expense	440.00	0.00	440.00	
Total Operating Expenses	726,997.54	478,229.60	248,767.94	152.02 %
Net Income (Loss)	(481,799.29)	(54,342.60)	(427,456.69)	886.60 %

HARDY/NEAR NORTHSIDE TIRZ # 21
BALANCE SHEET
 May 31, 2020 and 2019

Assets				
	2020	2019	Variance	%
Current Assets				
BBVA Compass	\$ 70,220.62	\$ 412,064.74	\$ (341,844.12)	(82.96)%
Tex Pool AC 7932300001	690,707.36	679,712.85	10,994.51	1.62 %
Accounts Receivable	<u>0.00</u>	<u>70,408.12</u>	<u>(70,408.12)</u>	<u>(100.00)%</u>
Total Current Assets	760,927.98	1,162,185.71	(401,257.73)	(34.53)%
Total Assets	<u>\$ 760,927.98</u>	<u>\$ 1,162,185.71</u>	<u>\$ (401,257.73)</u>	<u>(34.53)%</u>
Liabilities and Fund Balance				
	2020	2019	Variance	%
Current Liabilities				
*Accounts Payable	\$ 13,297.94	\$ 342,224.44	\$ (328,926.50)	(96.11)%
Accounts Payable- CRV HARDY	<u>0.00</u>	<u>70,408.12</u>	<u>(70,408.12)</u>	<u>(100.00)%</u>
Total Current Liabilities	13,297.94	412,632.56	(399,334.62)	(96.78)%
Fund Balance				
*Fund Balance	1,229,429.33	1,620,067.27	(390,637.94)	(24.11)%
Net Income	<u>(481,799.29)</u>	<u>(870,514.12)</u>	<u>388,714.83</u>	<u>(44.65)%</u>
Total Fund Balance	<u>747,630.04</u>	<u>749,553.15</u>	<u>(1,923.11)</u>	<u>(0.26)%</u>
Total Liabilities and Fund Balance	<u>\$ 760,927.98</u>	<u>\$ 1,162,185.71</u>	<u>\$ (401,257.73)</u>	<u>(34.53)%</u>

HARDY/NEAR NORTHSIDE TIRZ # 21

Profit & Loss Detail

July 2019 through May 2020

Type	Date	Num	Adj	Name	Memo	Amount
Ordinary Income/Expense						
Income						
Grant Income - Construction						
Deposit	11/08/2019			City of Houston, TX	Deposit	171,248.96
Deposit	01/08/2020			City of Houston, TX	Deposit	63,957.77
Total Grant Income - Construction						235,206.73
Interest Income checking						
Deposit	07/01/2019				Interest	24.14
Deposit	08/01/2019				Interest	72.20
Deposit	09/03/2019				Interest	93.69
Deposit	10/01/2019				Interest	48.01
Deposit	11/01/2019				Interest	41.41
Deposit	12/01/2019				Interest	11.76
Deposit	01/01/2020				Interest	8.19
Deposit	02/01/2020				Interest	8.69
Deposit	03/01/2020				Interest	6.40
Deposit	04/01/2020				Interest	6.84
Deposit	05/01/2020				Interest	6.01
Total Interest Income checking						327.34
Interest on TexPool						
Deposit	07/31/2019				Interest	1,381.06
Deposit	08/31/2019				Interest	1,258.54
Deposit	09/30/2019				Interest	1,215.74
Deposit	10/31/2019				Interest	1,111.91
Deposit	11/30/2019				Interest	945.83
Deposit	12/31/2019				Interest	946.71
Deposit	01/31/2020				Interest	930.35
Deposit	02/29/2020				Interest	870.62
Deposit	03/31/2020				Interest	587.74
Deposit	04/30/2020				Interest	258.25
Deposit	05/31/2020				Interest	157.43
Total Interest on TexPool						9,664.18
Total Income						245,198.25
Gross Profit						245,198.25
Expense						
Developer Reimbursement						
Bill	09/23/2019			CRV Hardy Yards, L. P.	Reimbursement to CRV Hardy Yards	413,799.00
Bill	11/11/2019	3		NBG Constructors, Inc.	Hernandez Tunnel #3	171,248.96
Bill	12/31/2019	4 - Final ...		NBG Constructors, Inc.	Hernandez Tunnel #4 - Final Retainage	63,957.77
Total Developer Reimbursement						649,005.73
Program and Project Consultants						
Planning Consultants						
Bill	09/23/2019	11		TIFWorks, LLC	General Consulting Services June through September 2019	6,975.00
Bill	11/06/2019	12		TIFWorks, LLC	General Consulting Services September through October 2019	10,850.00
Bill	01/07/2020	13		TIFWorks, LLC	General Consulting Services September through January 6, 2...	6,750.00
Bill	03/31/2020	14		TIFWorks, LLC	General Consulting Services January through March 31, 2020	3,375.00
Total Planning Consultants						27,950.00
Legal Consultants						
General Counsel Representation						
Bill	10/03/2019	21862276		Bracewell LLP	General Counsel services through September 30, 2019	873.75
Bill	11/05/2019	21866005		Bracewell LLP	General Counsel services through October 31, 2019	400.00
Bill	12/04/2019	21868572		Bracewell LLP	General Counsel services through November 30, 2019	800.00
Bill	01/31/2020	21873314		Bracewell LLP	General Counsel services through January 31, 2020	1,000.00
Bill	02/29/2020	21874752		Bracewell LLP	General Counsel services through February 29, 2020	326.50
Bill	03/31/2020	21877353		Bracewell LLP	General Counsel through March 31, 2020	1,099.60
Total General Counsel Representation						4,499.85
Total Legal Consultants						4,499.85
Total Program and Project Consultants						32,449.85
TIRZ Administration Overhead						
Tax Consultants						
Bill	07/01/2019	54180		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	08/01/2019	54291		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	09/01/2019	54400		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	10/01/2019	54504		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	11/01/2019	54618		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	12/02/2019	54781		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70

HARDY/NEAR NORTHSIDE TIRZ # 21

Profit & Loss Detail

July 2019 through May 2020

Type	Date	Num	Adj	Name	Memo	Amount
Bill	01/01/2020	54804		Equi-Tax Inc.	January - June 2020 Consultant Services fee per Contract	934.20
Total Tax Consultants						1,868.40
Accounting Services						
Bill	09/18/2019	13030-00...		Bentley, Bratcher & Associate...	Attendance of June 2019 Board meeting, Prepare for Septem...	7,561.00
Bill	11/06/2019	13030-00...		Bentley, Bratcher & Associate...	Attendance of September 2019 Board meeting, Post Board m...	2,063.00
Bill	01/07/2020	1988		The Morton Accounting Services	CPA Services and Invest. Officer (Nov/Dec) & Transition Cost	3,309.99
Bill	05/31/2020	2053		The Morton Accounting Services	CPA Services and Invest. Officer (Jan - May) & Transition Cost	5,093.54
Total Accounting Services						18,027.53
Administrative Services						
Bill	09/09/2019	21859641		Bracewell LLP	Meeting services through August 31, 2019	213.00
Bill	10/03/2019	21862275		Bracewell LLP	Meeting services through September 30, 2019	2,158.40
Bill	12/04/2019	21868571		Bracewell LLP	Meeting services through November 30, 2019	2,673.00
Bill	12/31/2019	21870889		Bracewell LLP	Meeting services through December 30, 2019	41.76
Bill	01/31/2020	21873313		Bracewell LLP	Meeting services through January 31, 2020	3,712.50
Bill	02/29/2020	21874751		Bracewell LLP	Meeting services through February 29, 2020	1,712.87
Bill	03/31/2020	21877352		Bracewell LLP	Meeting services through March 31, 2020	4,050.00
Bill	04/30/2020	21878576		Bracewell LLP	Meeting services through April 30, 2020	778.50
Bill	05/31/2020	21881076		Bracewell LLP	Meeting services through May 31, 2020	276.30
Total Administrative Services						15,616.33
Audit Services						
Bill	09/12/2019			McCall Gibson Swedlund Barf...	FYE 06.30.19 Audit - interim billing	6,500.00
Bill	05/01/2020	2019 Aud...		McCall Gibson Swedlund Barf...	FYE 06.30.19 Audit - Final billing	2,000.00
Total Audit Services						8,500.00
Bank Charges						
Check	07/15/2019				Service Charge	15.19
Check	08/15/2019				Service Charge	14.80
Check	09/16/2019				Service Charge	14.00
Check	10/15/2019				Service Charge	14.60
Check	11/15/2019				Service Charge	14.60
Check	12/15/2019				Service Charge	15.80
Check	01/15/2020				Service Charge	14.00
Check	02/15/2020				Service Charge	16.25
Check	03/15/2020				Service Charge	14.00
Check	04/15/2020				Service Charge	14.00
Check	05/15/2020				Service Charge	14.40
Total Bank Charges						161.64
Insurance - Liability						
Bill	12/01/2019	6754-19/20		Texas Municipal League Interg...	2019-2020 FY Insurance	928.06
Total Insurance - Liability						928.06
Office Expense						
Check	04/22/2020	1069		Houston Business Journal	Engineering bids	440.00
Total Office Expense						440.00
Total TIRZ Administration Overhead						45,541.96
Total Expense						726,997.54
Net Ordinary Income						-481,799.29
Net Income						-481,799.29



Invoice

Date	Invoice #
5/29/2020	2053

Bill To
Hardy Near/Northside Redevelopment Auth 711 Louisiana St Suite 2300 Houston, TX 77002

Terms	Due Date
Net 15	6/13/2020

Serviced	Description	Hours	Rate	Amount
1/7/2020	Transition costs - fix Quickbooks file for transition, set up budget, organize layout and formatting	2.10861	125.00	263.58
1/7/2020	Transition costs - setting up financial statement templates	0.84778	125.00	105.97
1/10/2020	Transition costs - call with bankers re: deletion of old CPA profile	0.15791	125.00	19.74
1/16/2020	Transition costs - working with bank to transition CPA firms	0.10311	125.00	12.89
1/22/2020	Transition costs - Send completed resolution to banker, answer banker questions for transition	0.45709	125.00	57.14
1/23/2020	Transition costs - speaking with Donna at Compass	0.25478	125.00	31.85
2/4/2020	Transition costs - working with Ralph and banker to get form completed, address and contact information changed on account	0.34067	125.00	42.58
3/2/2020	Set up online access to Bank account	0.47833	125.00	59.79
5/31/2020	Accounting/CPA Services and Investment Officer - January, February, March, April and May	5	900.00	4,500.00

Please Remit Payment to: The Morton Accounting Service 1125 Cypress Station Dr. Bldg H-4 Houston, TX 77090	Total	\$5,093.54
	Payments/Credits	\$0.00
	Balance Due	\$5,093.54
or via the Intuit payment link in the email.		

BRACEWELL

April 8, 2020

VIA E-MAIL MELISSACPA@THEMORTONASSOCIATES.COM

Ms. Melissa Morton
The Morton Accounting Services
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

Re: Hardy/Near Northside Redevelopment Authority/TIRZ 21
General Counsel – 0037619.01
Meeting Services – 0037619.03

Dear Ms. Morton:

Enclosed are our firm invoices for the above-captioned matters for services rendered through March 31, 2020. Please remit payment at your earliest convenience.

Very truly yours,



Clark Stockton Lord
Partner

Enclosure

Clark Stockton Lord
Senior Counsel

T: 713.221.1202 F: 800-404-3970
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770
Clark.Lord@bracewell.com bracewell.com

BRACEWELL

Hardy/Near Northside Redevelopment Authority
Melissa Morton, Bookkeeper
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

April 03, 2020
Invoice Number 21877353
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000001 For Services Through March 31, 2020
General Counsel

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/03/20	Review and analyze potential second TPIA disclosure and law regarding production of documents.	Shelby Harden	0.30	428.00	128.40
03/04/20	Review and analyze potential second TPIA disclosure and law regarding production of documents.	Shelby Harden	0.10	428.00	42.80
03/06/20	Review and analyze potential second TPIA disclosure and law regarding production of documents.	Shelby Harden	0.20	428.00	85.60
03/09/20	Prepare for and attend Board meeting	Clark Stockton Lord	2.00	400.00	800.00
03/12/20	Review and analyze potential second TPIA disclosure and law regarding production of documents.	Shelby Harden	0.10	428.00	42.80
Total Fees					\$ 1,099.60

Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Shelby Harden	Associate	0.70	428.00	299.60
Clark Stockton Lord	Partner	2.00	400.00	800.00
		2.70		\$ 1,099.60

Total Summary of Fees

Total Fees, Expenses and Charges **\$ 1,099.60**

BRACEWELL

REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority
Matter: General Counsel

April 03, 2020
Invoice Number. 21877353

Matter No: 0037619.000001

Total Fees	\$ 1,099.60
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 1,099.60
Total Current Billing for this Matter	\$ 1,099.60
Balance Forward	\$ 1,326.50
Please Remit Total Balance Due	\$ 2,426.10

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21877353**

Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

BRACEWELL

Hardy/Near Northside Redevelopment Authority
Melissa Morton, Bookkeeper
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

April 03, 2020
Invoice Number 21877352
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through March 31, 2020
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/02/20	Draft minutes and agenda. Coordinate with Ralph DeLeon regarding meeting and agenda items.	Brenda Presser	3.50	315.00	1,102.50
03/03/20	Revise and finalize agenda and follow up on agenda item for inclusion.	Brenda Presser	0.50	315.00	157.50
03/06/20	Prepare for meeting.	Brenda Presser	1.00	315.00	315.00
03/09/20	Travel to, from and attend regular meeting. Post meeting follow up, distribution and filing of documents.	Brenda Presser	5.00	315.00	1,575.00
03/10/20	Finalize follow up items for review with working group.	Tiffany M. Ehmke	0.25	297.00	74.25
03/12/20	Review requests from houston chronicle regarding additional information and/or reformatting of check registrars and/ general ledger; Conference call with attorney and houston chronicle requested regarding the same.	Tiffany M. Ehmke	0.50	297.00	148.50
03/13/20	Review of outstanding items from City of Houston; Contact City of Houston regarding request for original publication affidavits and paper clippings for recent Project Plan; Request for certification sheets for Ordinance approving project plan; Meeting with attorney reviewing ongoing projects and related follow up matters; Updated database regarding the same.	Tiffany M. Ehmke	0.50	297.00	148.50
03/13/20	Receive and review correspondence from Ralph DeLeon regarding requests for qualifications and posting notice.	Brenda Presser	0.25	315.00	78.75
03/19/20	Receive and review District correspondence.	Brenda Presser	0.25	315.00	78.75

Bracewell LLP 711 Louisiana Street, Suite 2300 Houston, Texas 77002 bracewell.com

AUSTIN CONNECTICUT DALLAS DUBAI HOUSTON LONDON NEW YORK SAN ANTONIO SEATTLE WASHINGTON, DC

BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

April 03, 2020
Invoice Number: 21877352

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/20/20	Analyze and review methods of complying with Governor Declaration for conference and/ or video conference options for future meetings; Follow up with IT regarding document upload to web video conferencing and additional options;	Tiffany M. Ehmke	0.25	297.00	74.25
03/26/20	Review of Texas Department of Information Resources; Coordinate with IT regarding platform for teleconference, conference call and related options for open meetings.	Tiffany M. Ehmke	0.25	297.00	74.25
03/30/20	Coordinate with IT department for firm platform for meetings with governmental entities; Training and practice meeting on platform; Coordinate with team regarding new standards for meetings via tele-communications.	Tiffany M. Ehmke	0.50	297.00	148.50
03/31/20	Attention to conference call with team regarding link for District documents and notification to the public; Coordinate with IT regarding finalization of platform for public meetings via teleconference; Draft language regarding notification to the public regarding meeting documents and transmit to attorney for review.	Tiffany M. Ehmke	0.25	297.00	74.25

Total Fees **\$ 4,050.00**

BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

April 03, 2020
Invoice Number: 21877352

Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	2.50	297.00	742.50
Brenda Presser	Paralegal	10.50	315.00	3,307.50
		<u>13.00</u>		<u>\$ 4,050.00</u>
Total Summary of Fees				

Total Fees, Expenses and Charges

\$ 4,050.00

BRACEWELL

REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority
Matter: Meeting Services

April 03, 2020
Invoice Number. 21877352

Matter No: 0037619.000003

Total Fees	\$ 4,050.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 4,050.00
Total Current Billing for this Matter	\$ 4,050.00
Balance Forward	\$ 5,425.37
Please Remit Total Balance Due	\$ 9,475.37

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21877352**

Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

BRACEWELL

May 6, 2020

VIA E-MAIL MELISSACPA@THEMORTONASSOCIATES.COM

Ms. Melissa Morton
The Morton Accounting Services
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

Re: Hardy/Near Northside Redevelopment Authority/TIRZ 21
Meeting Services – 0037619.03

Dear Ms. Morton:

Enclosed is our firm invoice for the above-captioned matter for services rendered through April 30, 2020. Please remit payment at your earliest convenience.

Very truly yours,



Clark Stockton Lord
Partner

Enclosure

Clark Stockton Lord
Senior Counsel

T: 713.221.1202 F: 800-404-3970
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770
Clark.Lord@bracewell.com bracewell.com

BRACEWELL

Hardy/Near Northside Redevelopment Authority
Melissa Morton, Bookkeeper
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

May 04, 2020
Invoice Number 21878576
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through April 30, 2020
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/01/20	Receive and respond to District correspondence.	Brenda Presser	0.25	315.00	78.75
04/03/20	Draft conference call protocol form and transmit to attorney for review and comment; DocuSign process for execution of documents via electronic device.	Tiffany M. Ehmke	0.25	297.00	74.25
04/03/20	Receive and file engineering proposals. Discussion with administrator regarding next meeting and agenda items. Review District calendar.	Brenda Presser	1.00	315.00	315.00
04/16/20	Contact City regarding certified ordinance for recent approval of project plan and related publisher's affidavits.	Tiffany M. Ehmke	0.25	297.00	74.25
04/16/20	Receive and respond to District correspondence. Follow up on invoices and affidavits from Houston Business Journal.	Brenda Presser	0.50	315.00	157.50
04/22/20	Receive and respond to District correspondence.	Brenda Presser	0.25	315.00	78.75
Total Fees					\$ 778.50

BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

May 04, 2020
Invoice Number: 21878576

Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	0.50	297.00	148.50
Brenda Presser	Paralegal	2.00	315.00	630.00
		<u>2.50</u>		<u>\$ 778.50</u>
Total Summary of Fees				

Total Fees, Expenses and Charges

\$ 778.50

BRACEWELL

REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority
Matter: Meeting Services

May 04, 2020
Invoice Number. 21878576

Matter No: 0037619.000003

Total Fees	\$ 778.50
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 778.50
Total Current Billing for this Matter	\$ 778.50
Balance Forward	\$ 4,050.00
Please Remit Total Balance Due	\$ 4,828.50

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21878576**

Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

BRACEWELL

June 2, 2020

VIA E-MAIL MELISSACPA@THEMORTONASSOCIATES.COM

Ms. Melissa Morton
The Morton Accounting Services
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

Re: Hardy/Near Northside Redevelopment Authority/TIRZ 21
Meeting Services – 0037619.03

Dear Ms. Morton:

Enclosed is our firm invoice for the above-captioned matter for services rendered through May 31, 2020.
Please remit payment at your earliest convenience.

Very truly yours,



Clark Stockton Lord
Partner

Enclosure

Clark Stockton Lord
Senior Counsel

T: 713.221.1202 F: 800-404-3970
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770
Clark.Lord@bracewell.com bracewell.com

BRACEWELL

Hardy/Near Northside Redevelopment Authority
Melissa Morton, Bookkeeper
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

June 02, 2020
Invoice Number 21881076
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through May 31, 2020
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/20/20	Receive and inspect original publication certification for project plan amendments; Attention to Liberty Mutual contract bond query.	Tiffany M. Ehmke	0.40	297.00	118.80
05/20/20	Receive and respond to correspondence. Update calendar for meetings.	Brenda Presser	0.50	315.00	157.50

Total Fees **\$ 276.30**

Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	0.40	297.00	118.80
Brenda Presser	Paralegal	0.50	315.00	157.50
		<u>0.90</u>		<u>\$ 276.30</u>

Total Summary of Fees

Total Fees, Expenses and Charges **\$ 276.30**

BRACEWELL

REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority
Matter: Meeting Services

June 02, 2020
Invoice Number. 21881076

Matter No: 0037619.000003

Total Fees	\$ 276.30
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 276.30
Total Current Billing for this Matter	\$ 276.30
Balance Forward	\$ 4,828.50
Please Remit Total Balance Due	\$ 5,104.80

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21881076**

Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

INVOICE

Date: 6/2/2020
 Invoice # Number 15

TIFWorks, LLC
 P.O. Box 10330
 Houston, Texas 77206
 (832)-978-5910
 rdeleon1028@sbcglobal.net

To

Ed Reyes
 Chairman of the Board
 Hardy/Near Northside Redevelopment Authority
 Tax Increment Investment Zone Number
 Twenty-One, City of Houston

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	
Ralph De Leon	Hardy/Near Northside Redevelopment Authority General Consulting Services	Due Upon Receipt	
<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
Labor (Hours)	Meetings, Travel, Mileage, Electronic Correspondence and Telephone Calls:		
4	Electronic and telephonic correspondence April 1, 2020 thru June 2, 2020, including RFQ Selection Committee, Bracewell, Gauge Engineering, Walter P. Moore, Binkley & Barfield, Raba Kistner Consultants, ING Garza, PGAL, HNTB, Deltek, WGI, and Cypress Reality.	\$150.00	\$600.00
1.25	5/13/2020 – process Houston Business Journal Invoice Check needed for payment of RFQ Notice that appeared in HBJ on 3/20/2020 and 3/27/2020, including mileage and travel to Ed and Sylvia for signature and counter signature.	\$150.00	\$187.50
5	5/20/2020 – 5/30/2020 – Research and Budget Preparation needed to draft Fiscal Year 2021 Annual Operating Budget of the Authority and 5-Year CIP Budget of the Zone, including summary and distribution of same.	\$150.00	\$750.00
5	6/2/2020 – Selection Committee Pre-Interview Meeting, interviews with finalist, including preparation for same.	\$150.00	\$750.00
Subtotal			\$2,287.50
Total			\$2,287.50

Make all checks payable to TIFWorks, LLC

Thank you for your business!

McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

13100 Wortham Center Drive
Suite 235
Houston, Texas 77065-5610
(713) 462-0341
Fax (713) 462-2708
E-Mail: mgsb@mgsbpllc.com

9600 Great Hills Trail
Suite 150W
Austin, Texas 78759
(512) 610-2209
www.mgsbpllc.com

October 1, 2019

Hardy/Near Northside Redevelopment Authority
c/o Melissa C. Morton, CPA
The Morton Accounting Services
1125 Cypress Station Drive
Building H4
Houston, TX 77090

Client Number: 300-20

Audit of Hardy/Near Northside Redevelopment Authority as of and for the year ended June 30, 2019, including distribution of the report and meeting with the Board of Directors and receiving comments from the City of Houston on the draft audit.

Annual Audit Fee	\$ 8,250.00
Postage, delivery and report production	250.00
Less Interim Billing	<u>6,500.00</u>
Balance Due	<u>\$ 2,000.00</u>

We appreciate your business!

Chris Swedlund

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY
QUARTERLY INVESTMENT REPORT
1st QUARTER FISCAL YEAR 2020
July 1, 2019 to
September 30, 2019

Transaction Date	TexasClass Deposits or Withdrawals	Book Value	Market Value	Activity
7/1/2019	TexPool	\$ 681,043.18	\$ 681,043.18	Beginning Balance
7/31/2019	1,381.06	682,424.24	682,424.24	Interest 2.39%
8/31/2019	1,258.54	683,682.78	683,682.78	Interest 2.17%
9/30/2019	1,215.74	684,898.52	684,898.52	Interest 2.16%
9/30/2019		684,898.52	684,898.52	Ending Balance

The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: 

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY
QUARTERLY INVESTMENT REPORT
2nd QUARTER FISCAL YEAR 2020
October 1, 2019 to
December 31, 2019

Transaction Date	TexasClass Deposits or Withdrawals	Book Value	Market Value	Activity
10/1/2019	TexPool	\$ 684,898.52	\$ 684,898.52	Beginning Balance
10/31/2019	1,111.91	686,010.43	686,010.43	Interest 1.93%
11/30/2019	945.83	686,956.26	686,956.26	Interest 1.70%
12/31/2019	946.71	687,902.97	687,902.97	Interest 1.63%
12/31/2019		687,902.97	687,902.97	Ending Balance

The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: MCMoeb

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY
QUARTERLY INVESTMENT REPORT
3rd QUARTER FISCAL YEAR 2020
January 1, 2020 to
March 31, 2020

Transaction Date	TexasClass Deposits or Withdrawals	Book Value	Market Value	Activity
1/1/2020	Texpool	\$ 687,902.97	\$ 687,902.97	Beginning Balance
1/31/2020	930.35	688,833.32	688,833.32	Interest 1.59%
2/29/2020	870.62	689,703.94	689,703.94	Interest 1.59%
3/31/2020	587.74	690,291.68	690,291.68	Interest 1.00%
3/31/2020		690,291.68	690,291.68	Ending Balance

The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: 

**MASTER AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

This **MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (this “Agreement”) is entered into as of the _____ day of _____, 2020, by and between _____ (“Consultant”) and **HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY** (“Authority”).

RECITALS

- A. Authority is in the process of planning and implementing various projects in the Hardy/Near Northside area (the “Projects”).
- B. Authority desires to secure the engineering services of Consultant in connection with the Projects, all as more particularly described in **Exhibits “A” and “A-1”** attached hereto and incorporated herein by reference (the “Services”).
- C. Consultant is willing to provide the Services for the fees set out in **Exhibit “B”** attached hereto and incorporated herein by reference (the “Fee”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 “Agreement” means this Master Agreement for Professional Engineering Services and all documents attached hereto or incorporated by reference herein.
- 1.2 “Authority” means Hardy/Near Northside Redevelopment Authority.
- 1.3 “Business Day” means Monday through Friday, excluding bank holidays and legal holidays recognized by the State of Texas.
- 1.4 “City” means the City of Houston, Texas.
- 1.5 “Consultant” means JONES | CARTER.
- 1.6 “Fee” means the aggregate of fees to be paid to Consultant for the performance of the Services, as set forth on **Exhibit "B"**.
- 1.7 “Services” means those services described in **Exhibits “A” and “A-1”**.

- 1.8 “Designated Representative” means the representatives of Consultant and Authority appointed in accordance with Section 2.2 hereof.
- 1.9 “Effective Date” means the date of the City’s approval of this Agreement.
- 1.10 “Governmental Authority” means any government agency having jurisdiction over a Project.
- 1.11 “Governmental Requirements” means all laws, statutes, ordinances, codes, regulations, rules, orders and directives applicable to a Project.
- 1.12 “Plans” means the design documents for the Projects as approved by all Governmental Authorities.
- 1.13 “Preliminary Plans” means the design documents for each Project that are prepared by the Consultant for approval by Authority and thereafter for submission to all Governmental Authorities for approval.
- 1.14 “Projects” means all programs or projects that are included in Authority’s approved Capital Improvement Program.
- 1.15 “Project Budget” will mean the approved budget of costs for a particular Project, prepared in a format approved by Authority.
- 1.16 “Reimbursable Expenses” will mean those expenses incurred by Consultant in connection with a Project and approved for payment by Authority and the City in their sole discretion.
- 1.17 “Services” means those services described in **Exhibits “A” and “A-1”** .

ARTICLE 2

CONSULTANT’S DUTIES AND RESPONSIBILITIES

- 2.1 **Duties and Responsibilities.** Subject to Article 3 and Work Authorizations to be issued in accordance with this Agreement, Authority hereby contracts with and engages Consultant to provide program management and engineering services as described in **Exhibits “A” and “A-1”** attached hereto. Consultant hereby accepts such engagement and hereby agrees to perform the Services pursuant to the terms of this Agreement.
- 2.2 **Designated Representative.** For purposes of this Agreement, Consultant has appointed Kristen Hennings as its Designated Representative. The Authority shall have the right, from time to time, to appoint a Designated Representative upon written notice thereof the

Consultant. The Authority and Consultant may appoint a new Designated Representative at any time upon notice to the other party.

2.3 Authority to Act. Consultant shall not act as an agent of Authority with respect to any contracts or other matters concerning the Projects. Instead, Consultant shall be deemed an independent contractor for all purposes in connection with this Agreement with authority to act on Authority's behalf only as specifically set forth in this Agreement.

2.4 Standard of Care. (a) Consultant shall perform all Work in accordance with this Agreement consistent with that level of care and skill and with such expeditiousness as is ordinarily exercised by members of its profession currently practicing or by its industry, as the case may be.

(b) Authority and Consultant recognize that this Agreement creates a special relationship of trust and confidence between the respective parties, due to the fact that Consultant will be acting in a fiduciary role with respect to Authority in providing the Services. Authority and Consultant recognize that, due to the special fiduciary relationship between them, it is the intention of this Agreement to impose, and of Consultant to accept, the special and additional duties of trust and confidence created hereby. Consultant will exercise the highest standards of good faith and fidelity with respect to Authority. Further, Consultant recognizes the obligation to cooperate in all respects with the Authority's other consultants on the Projects and understands that Authority has required like cooperation from Authority's employees and independent contractors in regards to Consultant. Consultant agrees to function as part of the design and construction team for the purpose of facilitating the planning, design, and construction of the Projects, in the most expeditious and least costly manner consistent with the requirements of first quality.

(c) Services provided for under this Agreement are being performed for the public benefit. The employees provided by the Consultant shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, the Consultant shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The Authority retains the right to require the Consultant to remove from the performance of Services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the Authority. Nothing herein is intended to, and the parties agree that this Agreement does not, create any third party beneficiary rights for any employee or other person. It is intended that any employee who engages in any Services provided for under this Agreement is an employee-at-will of the Consultant.

2.5 Legal Action. In the event a suit is filed against Consultant and Authority and/or the City and immediate steps are required, Consultant will take such steps as are necessary to

advise Authority of the legal action and will use its best efforts to avoid compromising or waiving any legal right or defense of Authority and/or the City.

- 2.6 Assertion of Authority's Rights. No provision of this Agreement will relieve Consultant of (i) its responsibility to Authority and/or the City for all matters related to the Services or (ii) its responsibility to assert all rights of Authority and/or the City under the contract documents during the Projects and to otherwise supervise any person or entities' performance thereunder, as and to the extent provided in this Agreement.
- 2.7 Compliance with Governmental Requirements; Consultant Employees. (a) Governmental Requirements. Consultant agrees that while providing the Services pursuant to this Agreement, Consultant, including its employees and consultants/contractors of any tier, shall comply with all Governmental Requirements. In addition, Consultant shall, at its expense, cooperate with and provide Authority with such information and data as may be reasonably required in order for Authority to comply with all Governmental Requirements.
- (b) Consultant Employees. Consultant agrees that while providing the Services pursuant to this Agreement, its employees and contractors shall comply with all Governmental Requirements. Consultant assumes full responsibility for the actions of its employees while providing the Services provided such persons are acting within the course and scope of their employment. Consultant agrees to promptly remove any employee from a Project if such employee's conduct violates any Governmental Requirements.
- 2.8 Administrative Policies and Procedures. The Consultant shall conduct the Services for the Authority in accordance with the instructions and guidance of the Authority. Consultant shall have the right to determine the method, details, and means of performing the Services. The Authority shall, however, be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. Consultant will provide all required resources and personnel to complete the Services and use its best efforts to accommodate work schedule requests in a timely manner and in accordance with each Work Authorization.
- 2.9 Disclosure of Information. Consultant understands that any information it provides to Authority pursuant to this Agreement may be subject to disclosure by Authority to the public in accordance with applicable law, including the Texas Public Information Act.

ARTICLE 3

TERM; TERMINATION; CHANGES IN SERVICES

- 3.1 Term. This Agreement will commence upon the date set forth above and will terminate thirty (30) days after final completion of all of the Projects, unless otherwise terminated as provided herein or extended in writing by the parties hereto.

3.2 Termination without Fault. Authority reserves the right to terminate this Agreement in whole or in part, without cause, upon thirty (30) days written notice to Consultant. In addition, this Agreement may be terminated by Authority, without the breach of any party, upon the happening of any of the following events:

3.2.1 The failure of any contingency as provided in Section 3.3 below; or

3.2.2 At the convenience of Authority, if Authority, in its sole discretion, determines that all or any portion of a Project is no longer required, desired or financially feasible, which determination will be final and not subject to review.

In the event of termination of this Agreement pursuant to this Section, Consultant shall immediately take all required steps to carry out the Authority's instructions, shall advise the Authority of the extent to which performance has been completed to date, and shall collect and deliver to the Authority whatever work product then exists in the manner requested by the Authority. Authority's only liability to Consultant shall be the payment of valid outstanding invoices and any work that has not been invoiced but performed prior to the effective date of such termination. Consultant agrees to render a final invoice to Authority for all Services performed by Consultant prior to such termination within thirty (30) days after completion of the Services performed.

3.3 Contingencies. This Agreement is expressly contingent upon the following items, each of which is a material part of this Agreement, the failure of which substantially impairs the ability of the parties to continue with the Projects and this Agreement:

3.3.1 The ability of Authority to obtain approval from its Board of Directors and/or the City, as appropriate, for the development of the Projects as contemplated hereby.

3.4 Termination. In addition to the remaining provisions of this Article 3, this Agreement may be terminated as follows:

3.4.1 By either party upon the occurrence of any of the following events of default by the other party, which termination will be effective as of the date specified in a written notice of termination given by the non-defaulting party to the defaulting party:

(a) The filing of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(b) The consent to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights; or

(c) The entry of an order against a party or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of such party in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive calendar days.

3.4.2 By Consultant upon Authority's failure to perform or observe any covenant, obligation or requirement of this Agreement, and the continuation of such failure for (i) ten (10) calendar days after written notice thereof from Consultant specifying the nature and extent of any monetary default or (ii) thirty (30) calendar days after written notice thereof from Consultant specifying the nature and extent of any non-monetary default. Any such termination will be effective as of the date specified in a written notice of termination; provided, however, that if upon receipt of such notice, Authority promptly and with all due diligence proceeds to attempt to cure the default within the time specified herein and thereafter diligently pursues such efforts to completion, then Consultant may not terminate this Agreement pursuant to this Section 3.4.2.

3.4.3 By Authority upon Consultant's failure to perform or observe any covenant, obligation or requirement of this Agreement, and unless otherwise specifically set forth in this Agreement, the continuation of such failure for thirty (30) calendar days after written notice thereof from Authority specifying the nature and extent of such default. Any such termination will be effective as of the date specified in a written notice of termination; provided, however, that if upon receipt of such notice, Consultant promptly and with all due diligence proceeds to attempt to cure the default within the time specified and thereafter diligently pursues such efforts to completion then Authority will have no right to terminate this Agreement pursuant to this Section 3.4.3.

3.5 Effect of Termination. Upon the termination of this Agreement pursuant to Section 3.4 above, the non-defaulting party will have all rights and remedies available to it by reason of applicable provisions of law or equity. Without limiting the generality of the foregoing, upon the termination of this Agreement pursuant to Section 3.4.3, the Authority may withhold any further payments to the Consultant until the Authority obtains another consultant to complete the work or a portion thereof for the remaining unpaid amount of any applicable limit or lump sum prices, and the work for which such services are due is complete. If the Authority's cost of obtaining completion of the work by other consultants exceeds the remaining contract amounts unpaid to Consultant, or if the Authority sustains other charges as a result of the default, the Authority shall not be obligated to make any further payment to Consultant. This provision does not relieve Consultant of any other obligation Consultant may have to the Authority.

3.6 Changes in Scope of Services. Authority may, at any time, make changes in the description of Services to be performed under a Work Authorization. In the event Authority notifies Consultant of its desire to make a change in the Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give Authority notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from Services changes will be negotiated and upon mutual agreement by Authority and Consultant, the Work Authorization will be modified by a written instrument, signed by both parties, to reflect the changes in Services, price and schedule.

ARTICLE 4

FEE AND REIMBURSABLE EXPENSES

- 4.1 Work Authorization. Upon receipt of a written Work Authorization in the form attached hereto as **Exhibit “D”** and executed by the Authority or the Authority’s Designated Representative authorizing Consultant’s commencement of work on a specific Project, Consultant is authorized to begin providing the Services set forth in such Work Authorization. Consultant understands and agrees that no additional Services will be provided under this Agreement until it receives a written Work Authorization.
- 4.2 Payment of Fee and Reimbursable Expenses. (a) For the Services, Authority will pay Consultant as set out on **Exhibit “B”**. In addition, Authority shall pay Consultant for all Reimbursable Expenses as set out on **Exhibit “B”**; *provided, however*, all such Reimbursable Expenses proposed to be incurred by the Consultant for performance of the Services shall be subject to the Authority’s prior written approval. Consultant understands and agrees that the Fee for each Project shall not be exceeded unless unanticipated conditions arise and Authority’s Board of Directors approves the requested increase. The Authority expressly disclaims any liability for payment to the Consultant of any amounts in excess of those approved in writing by the Authority. Consultant further understands and agrees that any Fee and/or Reimbursable Expense submitted for payment that does not relate to a Project, as determined by Authority in its sole discretion, will not be reimbursed or otherwise paid to Consultant. Notwithstanding the foregoing, Authority shall at all times have the right, with notice to Consultant, to withhold any amounts due under this Agreement from the Fee (including, but not limited to, such amounts described in Section 4.3 below) to reasonably protect Authority against loss arising out of the performance of the Services.
- 4.3 Repayment for Non-Project Costs. Consultant shall repay Authority for any payments made by Authority to Consultant pursuant to this Agreement that are determined by Authority or the City, in their sole discretion, to be an ineligible cost for a Project. Such repayment shall be made within thirty (30) days from the date of notice from Authority that such amounts are due. If such repayment is not made within such time frame, Authority shall have the right to withhold such amounts, together with interest at the maximum rate allowed by law, from the Fee.

ARTICLE 5 **INSURANCE, INDEMNITY AND** **LIMITATION OF LIABILITY**

- 5.1 Insurance. Consultant will maintain, during the term of this Agreement and at its sole expense, and cause each of its sub-consultants and contractors to maintain insurance covering the following risks, to the extent stated:
- 5.1.2 Workers’ compensation insurance in accordance with the laws of the State of Texas, and Employer’s Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer’s Liability of \$500,000 each accident.

5.1.2 Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage (for a period of one year after completion of the Projects) with limits of not less than:

\$2,000,000 general aggregate limit
\$1,000,000 each occurrence, combined single limit
\$1,000,000 aggregate Products, combined single limit
\$1,000,000 aggregate Personal Injury/Advertising Liability
\$25,000 Fire Legal Liability
\$5,000 Premises Medical

5.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5.1.4 Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate. Coverages will be specific for the Projects and not aggregated with insurance for other undertakings of Consultant.

5.1.5 Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

Defense costs shall be excluded from the face amount of the policies listed above and aggregate limits are per 12-month policy periods, unless otherwise indicated.

5.2 Terms; Waivers; Endorsements. Such insurance will be written on an occurrence basis unless Authority otherwise consents in writing, which consent will not be unreasonably withheld or delayed; provided, however, that professional liability insurance shall be issued on a claims made basis and shall continue for two (2) years after final completion of each Project. Such insurance will contain (i) a waiver of subrogation endorsement as to Authority, the City, and Tax Increment Reinvestment Zone Number Twenty-One, City of Houston, Texas (the "Zone"), and (ii) an endorsement that the policy is primary to any other insurance available to Authority, the City, and the Zone with respect to claims arising under this Agreement (except as to Worker's Compensation and professional liability insurance), without reduction or right of offset or contribution on account of any insurance provided by Authority, the City, or the Zone to themselves or their respective officers, agents or employees.

5.3 Certificates of Insurance. Before commencing performance of the Services, Consultant shall furnish to Authority a certificate(s) from its insurance carrier(s) showing that it has complied with the provisions of this Article 5. Consultant also agrees to furnish copies of certificates of insurance coverage to Authority upon request and from time to time during the Projects. In the event of lapse or cancellation of any required insurance it is hereafter

the specific responsibility of the Consultant to notify the Authority immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. In the event of failure of Consultant to furnish and maintain such insurance or to furnish a satisfactory certificate therefore within ten (10) days of written notice from Authority, Authority shall have the right, but not the obligation, to take out and maintain the said insurance for and in the name of Consultant, and Consultant agrees to furnish all necessary information to permit Authority to take out and maintain such insurance for the account of Consultant and to pay the cost thereof to Authority immediately upon presentation of a bill. The Consultant's failure to provide insurance as required hereunder, or the Consultant's failure to supply the required evidence of insurance, or the failure of the Authority to require evidence of insurance or to notify the Consultant of any breach by the Consultant of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by the Authority of any of these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including the Consultant's obligations to defend, indemnify, and hold harmless the Authority, as required by Section 5.8.

- 5.4 Cancellation. All insurance policies will provide that such insurance will not be altered or canceled without thirty (30) days advance written notice to Authority and the City. In addition, Consultant either shall (a) give written notice to Authority and the City within five (5) days of the date on which total claims by any party against such insurance policies reduce the aggregate amount of coverage below the amounts required by this Agreement, or (b) have a policy contain an endorsement establishing a policy aggregate for the Projects.
- 5.5 Deductibles. Consultant also shall be responsible for and bear any claims or losses under this Agreement to the extent of any deductible amounts and waives any claim it may have for the same against Authority, the City, or the Zone and their respective officers, agents and employees.
- 5.6 Insurer Requirements. All policies of insurance required by this Agreement shall be issued by companies having a certificate of authority to transact business in Texas and a Best's rating of at least B+ and a Best's Financial Size Category of Class VII or better, according to the most recent edition of *Best's Key Rating Guide, Property-Casualty United States*.
- 5.7 Additional Insureds. Each policy listed above, except for Worker's Compensation, Employer's Liability and Professional Liability, must name Authority, the City, and the Zone, (and their respective officers, agents and employees) as additional insured parties on the original policies and all renewal or replacement policies.

5.8 **INDEMNITY PROVISIONS.**

5.8.1 General Indemnity. CONSULTANT SHALL BE RESPONSIBLE TO AUTHORITY, THE CITY, AND THE ZONE AND THEIR RESPECTIVE

OFFICERS, DIRECTORS, AGENTS, CONSULTANTS OR SUBCONTRACTORS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FOR THE ACTS AND OMISSIONS OF ITS EMPLOYEES, ITS SUBCONTRACTORS OF ANY TIER AND THEIR AGENTS AND EMPLOYEES, AND ALL OTHER PERSONS PERFORMING ANY OF THE WORK CONTEMPLATED IN THIS AGREEMENT UNDER A CONTRACT WITH CONSULTANT (COLLECTIVELY, THE “CONSULTANT PARTIES”). ACCORDINGLY, CONSULTANT AGREES TO INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST ALL LIABILITY, LOSS, DAMAGE AND EXPENSE (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY’S FEES AND COSTS) ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT OR WRONGFUL ACT OR OMISSION, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY CONSULTANT PARTIES, EXCEPT TO THE EXTENT SOLELY CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.

5.8.2. Personal Injuries or Property Damage. CONSULTANT HEREBY COVENANTS AND AGREES TO, AND DOES HEREBY, DEFEND, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS, INCLUDING DEATH, TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ANY PERFORMANCE BY THE CONSULTANT PARTIES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1. THE ACTUAL OR ALLEGED NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR INTENTIONAL ACTS OR OMISSIONS OF THE CONSULTANT PARTIES;

2. THE INDEMNIFIED PARTIES’ AND THE CONSULTANT PARTIES’ ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER ANY OF SUCH PARTIES ARE IMMUNE FROM LIABILITY OR NOT; AND

3. THE INDEMNIFIED PARTIES’ AND THE CONSULTANT PARTIES’ ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER ANY OF SUCH PARTIES ARE IMMUNE FROM LIABILITY OR NOT.

CONSULTANT AGREES TO DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THIS AGREEMENT TERMINATES. CONSULTANT SHALL NOT INDEMNIFY THE INDEMNIFIED PARTIES FOR THE INDEMNIFIED PARTIES’ SOLE NEGLIGENCE.

5.8.3. City and Authority Property. CONSULTANT ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR ANY AND ALL INJURY OR DAMAGE TO CITY OR AUTHORITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSION OF THE CONSULTANT PARTIES OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES.

5.8.4 Intellectual Property. CONSULTANT AGREES TO INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF ANY THIRD PARTY CLAIMS OF INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, LICENSES, TRADEMARKS, SERVICE MARKS OR OTHER INTELLECTUAL PROPERTY RIGHT.

5.8.4. RELEASE. CONSULTANT AGREES TO AND SHALL RELEASE THE INDEMNIFIED PARTIES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE PERFORMANCE OF THE CONSULTANT PARTIES UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE INDEMNIFIED PARTIES' SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PARTIES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

5.8.5. CONSULTANT SHALL REQUIRE ALL ITS SUB-CONSULTANTS AND CONTRACTORS (AND THEIR SUBCONTRACTORS OF ANY TIER) PERFORMING ITS SERVICES AND ALL CONTRACTORS (AND THEIR SUBCONTRACTORS OF ANY TIER) ENGAGED TO PERFORM OR CONSTRUCT THE PROJECTS FOR AUTHORITY TO RELEASE AND INDEMNIFY THE INDEMNIFIED PARTIES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PARTIES HEREUNDER.

5.8.6. Indemnification procedures.

A. Notice of Claims. If the Indemnified Parties or Consultant receive notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) days. The notice must include the following:

- i. A description of the indemnification event in reasonable detail;
- ii. The basis on which indemnification may be due; and
- iii. The anticipated amount of the indemnified loss.

This notice does not estop or prevent the Indemnified Parties from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the Indemnified Parties do not provide this notice within the ten (10) day period, they do not waive any right to indemnification except to the extent that the Consultant is prejudiced, suffers loss, or incurs expense because of the delay.

B. Defense of Claims.

i. Assumption of Defense. Consultant may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Parties. Consultant shall then control the defense and any negotiations to settle the claim. Within ten (10) days after receiving written notice of the indemnification request, Consultant must advise the Indemnified Parties as to whether or not it will defend the claim. If Consultant does not assume the defense, the Indemnified Parties shall assume and control the defense, and all defense expenses constitute an indemnification loss.

ii. Continued Participation. If Consultant elects to defend the claim, the Indemnified Parties may retain separate counsel at their own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Consultant may settle the claim without the consent or agreement of the Indemnified Parties, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Parties to comply with restrictions or limitations that adversely affect the Indemnified Parties; (ii) would require the Indemnified Parties to pay amounts that the Consultant does not fund in full; or (iii) would not result in the Indemnified Parties' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.8.7 The indemnifications set out above apply whether: (i) the activities involve employees, independent contractors, or agents of Consultant, or (ii) the claim results in a monetary obligation that exceeds any contractual commitment made by Consultant or any such other parties.

5.8.8 The indemnifications set out above extend to the successors and assigns of Consultant, and the indemnifications and releases survive the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Consultant.

5.8.9 Consultant will procure, within an insurance policy obtained pursuant to this Article 5, specific insurance coverage to cover the indemnifications set out above, in accordance with the terms of this Section 5.8.

5.8.10 The indemnities set out above shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

- 5.9 No Limitation of Liability of Others. Notwithstanding the limitation of liability conferred upon Consultant contained in this Article 5, such limitation of liability will in no way attach to or include or benefit any other consultant engaged in work or services on the Projects.
- 5.10 Limitation of Liability for Special Damages. In no event shall Authority, the Consultant and/or the City, or Zone be liable under any claim, demand or action (whether arising in contract, tort or otherwise) arising out of or relating to this Agreement for any special, indirect, incidental, exemplary or consequential damages (including, but not limited to, loss of anticipated profits, loss of use or business disruption), regardless of whether or not such entity, its employees or agents, have been advised of the possibility or likelihood of such damages.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

- 6.1 Consultant's Representations. Consultant hereby represents and warrants as follows:
- 6.1.1 This Agreement constitutes the valid and legally binding obligation of Consultant and is enforceable against Consultant in accordance with its terms.
- 6.1.2 Consultant has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute, deliver and perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.
- 6.1.3 No authorization, consent or approval of any Governmental Authority (including courts) is required for the execution and delivery by Consultant of this Agreement or the performance of its obligations hereunder, other than the permits, licenses, and approvals to be obtained for the actual development of the Projects.
- 6.1.4 Consultant represents and warrants that it has no known obligations to any third party that will limit or restrict its ability to perform the Services under this Agreement.
- 6.1.5 Consultant represents that it is in compliance with all applicable federal, state or local laws, regulations and orders with respect to equal opportunity and affirmative action, and either has previously provided, or will provide, Authority with a copy of any requested certifications regarding such compliance as Authority may request during the terms of this Agreement.
- 6.2 Authority's Representations. Authority hereby represents and warrants as follows:
- 6.2.1 Authority is a not-for-profit local government corporation duly formed, validly existing and in good standing under the laws of Texas and duly authorized to do business

in the State of Texas. This Agreement constitutes the valid and legally binding obligation of Authority and is enforceable against Authority in accordance with its terms.

6.2.2 Authority has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute, deliver and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Independent Contractor. At all times, Consultant will be an independent contractor under this Agreement. In no event will any employee, contractor or agent of Consultant be considered an employee, contractor or agent of Authority and/or the City. Consultant shall be responsible for all matters governing employment of its work force, including (but not limited to) the payment of salaries (including withholding of employment taxes) and worker's compensation and disability benefits. Nothing contained in this Agreement will be construed to create a partnership or joint venture between Authority and Consultant or their successors in interest hereunder.
- 7.2 Audit. Consultant shall maintain the books of records and accounts in order to establish the amount due by the Authority to the Consultant in accordance with this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Authority, its Board of Directors or for public inspection during regular business hours upon reasonable notice of not less than twenty-four (24) hours. The Contractor shall provide free access to the Authority and allow for inspection and audit of all work, data, documents, proceedings, and activities related to this Agreement, including Consultant's records relating to the Projects, the Services, the Fees and/or the Reimbursable Expenses. Such audit may, at Authority's option, include a review of Consultant's compliance with the City's policies and procedures as well as all applicable laws and regulations. Such right of access and audit shall continue for a period three (3) years from the date of expiration or termination of this Agreement.
- 7.3 Documents. Except as otherwise provided herein, all drawings, plans, specifications and other documents prepared for Authority for the Projects pursuant to this Agreement will become and remain the property of Authority whether or not the Projects are completed, and Consultant will not make use of such items for any other purpose. It shall be clearly marked as property of the Authority in such manner that it may at any time be removed from the premises of the Consultant.
- 7.4 Conflict of Interest. In keeping with Consultant's duties to the Authority, Consultant agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Consultant agrees that it shall promptly disclose to the Authority any facts which might involve any

reasonable possibility of a conflict of interest. Consultant agrees that it will not disclose to the Authority nor use any third party's trade secrets or other third-party proprietary information in performing the Services unless Consultant may do so without either it or the Authority incurring any obligation to such third party for such work or any application of that work.

- 7.5 Approvals. Except as expressly provided otherwise in this Agreement, whenever this Agreement requires the consent or approval of Authority or Consultant, such consent or approval will not be unreasonably withheld or delayed, except that Authority shall have the unfettered right in its sole discretion to approve the contract documents.
- 7.6 Waiver. The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, will not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by either party of any term or provision hereof will be deemed to have been made unless expressed in writing and signed by such party.
- 7.7 Partial Invalidity. In the event that any portion of this Agreement is declared invalid by order, decree or judgment of a court, this Agreement will be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship to Consultant or Authority or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.
- 7.8 Assignment. Authority shall have the right to assign this Agreement to any entity as specified or required by the City or to any entity created by or affiliated with Authority, and any such assignee will be deemed to be Authority for purposes of this Agreement. Without the prior written consent of Authority, which consent may be given or withheld in Authority's sole discretion, Consultant will not assign its rights and obligations under this Agreement to any other party. Except as provided in the preceding sentences, neither Authority nor Consultant shall assign or transfer, or permit the assignment or transfer of their respective interests in this Agreement. Further, any permitted assignment will not relieve Authority or Consultant from its obligations hereunder unless Consultant or Authority, as applicable, expressly consents in writing to such release.
- 7.9 Applicable Law. This Agreement will be construed under and will be governed by the laws of the State of Texas.
- 7.10 Headings. Headings and titles are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Article or Section to which they refer.
- 7.11 Notices. Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered personally, delivered by Federal Express or other nationally recognized overnight express delivery service or deposited in the

United States mail as certified mail with return receipt requested, postage prepaid at the addresses set forth below:

Notice to Authority:

Hardy/Near Northside Redevelopment Authority
c/o Bracewell LLP
Attn: Clark Stockton Lord
711 Louisiana Street, Suite 2300
Houston, Texas 77002-2770

Notice to the City:

City of Houston
Chief Development Officer
City of Houston
4th Floor, 901 Bagby
Houston, Texas 77002

Notice to Consultant:

or at such other address as from time to time is designated by the party receiving the notice. Such notices shall be deemed received on the date of delivery.

- 7.12 **Participation in Claims Resolution.** Consultant and Authority agree that their respective officers, employees, and agents agree to participate as necessary and required in the settlement of any and all claims arising from this transaction, including testimony in courts of competent jurisdiction.
- 7.13 **Definition of “Including”.** In this Agreement, whenever general words or terms are followed by the word “including” (or other forms of the word “include”) and words of particular and specific meaning, the word “including” (or other forms of the word “include”) will be deemed to mean “including without limitation”, and the general words will be construed in their widest extent, and will not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.
- 7.14 **Conflict.** If there is a conflict between any provisions in this Agreement and an exhibit attached to this Agreement, this Agreement governs.
- 7.15 **Binding Effect.** This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties hereto. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the Authority.
- 7.16 **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and

supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.

- 7.17 Time of Essence. Time is of the essence of this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires on a day other than a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day.
- 7.18 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations or limitations of liability whatsoever in this Agreement. Nothing in this Section 7.18 shall affect the third party beneficiary rights of Authority established elsewhere in this Agreement.
- 7.19 Survival of Certain Provisions. The provisions of Article 5 shall survive the termination of this Agreement, regardless of the reason for termination.
- 7.20 Disclosure of Interested Parties (Form 1295). Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethic Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of Consultant's Form 1295, the Authority agrees to acknowledge Consultant's Form 1295 through its electronic filing application. Consultant and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, neither the Authority nor its consultants are responsible for the information contained in Consultant's Form 1295 and neither the Authority nor its consultants have verified such information.
- 7.21 No Israel Boycott. Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 7.22 Texas Tax Code Compliance. Notwithstanding anything in this Agreement and for the purpose of complying with Tex. Tax Code §171.1011(g)(3), Authority agrees with the following:
- (a) Unless the Authority expressly states otherwise prior to Consultant commencing performance under this Agreement, the Authority hereby accepts the use of any

subconsultant, subcontractor or agent of Consultant proposed to be used in Consultant's proposal or other document submitted to the Authority; and,

(b) Any payment made by the Authority to Consultant that includes fees payable to a subconsultant, subcontractor or agent of Consultant under this Agreement shall constitute an acceptance by the Authority of Consultant's use of any such subconsultant, subcontractor or agent of Consultant under this Agreement.

7.23 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Draft

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

AUTHORITY:

HARDY/NEAR NORTHSIDE REDEVELOPMENT
AUTHORITY

By: _____

Name: _____

Title: _____

CONSULTANT:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED:

CITY OF HOUSTON, TEXAS

By: _____

Name: Andrew F. Icken

Title: Chief Development Officer

Date: _____

Draft

LIST OF EXHIBITS

Exhibit “A” – Description of Consultant Services Work Plan

Exhibit “A-1” – Description of Engineering Design Services

Exhibit “B” – Description of Fees

Exhibit “C” - Fee Schedule

Exhibit “D” – Form of Work Authorization

Draft

EXHIBIT "A"

SERVICES

Consultant Services Work Plan

Authority has undertaken a capital projects program in the Hardy/Near Northside area consisting of the Projects. The duty of Consultant is to assist Authority in developing and implementing the Projects as detailed below. Consultant's personnel will consist of staff from _____ and subcontractors, if any.

This Consultant Services Work Plan (the "Work Plan") describes the significant tasks anticipated to be completed by Consultant in connection with the Projects. Each activity and its deliverables are described herein. A task heading and summary description introduces each group of activities.

This Work Plan provides for general program management, including general consultation services (**Task 1 – Basic Consultant Services**) for the Projects. As Project needs are better defined, the Authority and/or the Authority's Designated Representative may authorize Consultant to propose modifications to this Work Plan for additional services for currently unanticipated activities determined necessary and approved by the Authority and/or the Authority's Designated Representative.

TASK 1 - BASIC CONSULTANT SERVICES

"Basic Consultant Services" shall consist of assisting Authority in developing and implementing the Authority's Capital Improvement Projects program ("CIP"). Consultant shall provide Authority continuous reporting on the status of the program, coordination of the architectural and engineering professionals, general contractors, and other specialists needed to complete the various components of the program all while working closely with the City of Houston on all aspects of the CIP implementation process.

Consultant shall:

- provide the necessary administrative activities to support the CIP;
- organize and manage consultant staff assigned to the activities;
- direct and control the work done;
- plan, conduct, and document internal and external meetings;
- attend scheduled Board meetings and provide project progress reports, as needed;
- establish quality assurance, coordination and control procedures; and
- furnish necessary technical and support staff to implement the program.

As requested, Consultant shall submit to Authority copies of all reports, design submittals, detailed cost estimates, recommendations, analyses, and construction documents. Consultant shall provide other related support services as authorized by Authority.

Basic Consultant Services shall include (but are not limited to) the following:

Activity 1.1 - Project Description Development

Consultant will develop a detailed description for each Project. This may require Consultant to gather existing data from internal and external sources and to generate additional data. The focus of this activity is the generation of a clear and concise Project description.

Deliverables:

- Individual Project descriptions

For those Projects in which a Preliminary Engineering Report is required, Consultant will coordinate a Technical Review Committee (TRC) meeting with the City and any other outside agencies as necessary. Consultant will assist the Authority and/or the Authority's Designated Representative in scheduling and conducting pre-TRC meetings as may be required.

Activity 1.2 - CIP Planning Assistance

Consultant shall assist the Authority and/or the Authority's Designated Representative in preparing annual capital improvement projects (CIP) recommendations for individual Project budgets and schedules in conjunction with City budget and funding requirements. This effort will include, as requested by the Authority, an assessment of the impact of CIP projects by other governmental agencies on the proposed Projects. Consultant shall also monitor Project CIP expenditures and Project remaining costs to provide timely information to the Authority and/or the Authority's Designated Representative.

Deliverables:

- CIP recommendations and schedules
- Revised Project descriptions

Activity 1.3 - Inter-Agency/Partner Coordination

Consultant will assist the Authority and/or the Authority's Designated Representative in identifying outside agencies or private entities that might be logical co-participants in the Projects. Consultant will prepare proposals, presentations, etc., as directed by the Authority and/or the Authority's Designated Representative, for meetings with these outside entities and will accompany the Authority and/or the Authority's Designated Representative to meetings with these entities if requested to do so by the Authority and/or the Authority's Designated Representative. Consultant will assist the Authority and/or the Authority's Designated Representative in negotiating inter local agreements or contracts as necessary to memorialize partner participation.

Deliverables:

- Proposals, presentations, etc., as requested

Activity 1.4 – Authority-Specific Front-End Document Modifications

Consultant shall work with the Authority's legal adviser to modify the following Standard City of Houston Front-End documents as needed to apply specifically to the Authority:

- Document 00210 – Supplementary Instructions to Bidders
- Document 00610 – Performance Bond
- Document 00611 – Statutory Payment Bond
- Document 00612 – One-Year Maintenance Bond
- Document 00613 – One-Year Surface Correction Bond, and
- Document 00800 – Supplementary Conditions

Deliverables:

- Authority-Specific Front-End Documents

Activity 1.5 - Cost Controls, Reports, and Other Support Services

Consultant shall develop and institute general cost controls for the Projects. As part of this effort, Consultant will budget and record expenditures at the Task level, as requested by the Authority and/or the Authority's Designated Representative. These expenditures will be monitored monthly. Consultant will prepare a summary of budget expenditures and forecast for completion of each Task on a quarterly basis.

On an annual basis, if requested by the Authority and/or the Authority's Designated Representative, Consultant will provide a yearly Project Management Report. The report will contain a summary of the status, accomplishments, expenditures and upcoming activities of the Projects. This annual report also will address the status of the any goals established by the Authority and/or the Authority's Designated Representative.

Consultant shall provide other related support services as authorized by the Authority and/or the Authority's Designated Representative. Scope and budget for each service shall be prepared by Consultant for approval by the Authority and/or the Authority's Designated Representative.

Deliverables:

- Project cost controls and reporting
- Annual Project Management Report, as requested

Activity 1.6 – Board Meeting Attendance

Consultant shall attend scheduled Board meetings and provide updates on engineering design projects, as needed.

Deliverables:

- Project progress reports, as requested

EXHIBIT “A-1”

ENGINEERING DESIGN SERVICES

Consultant will perform the following Basic Services engineering design services for the Project. Services may include but are not limited to:

- Preliminary Engineering Report
- Final Engineering Design
- Site Visits
- Utility Coordination and Investigation
- Coordination with Stakeholders
- Plan Preparation – Title block, Cover, Index, General Notes, Drainage Area Map, Drainage Area Calculations, Infrastructure Design (roadway, sidewalk, channel, storm, water, sanitary, etc.), Typical Cross Sections, Plan & Profile Sheets, Earthwork & Cross Sections, Standard Details & Special Details, Sheet Layout
- Front End Specification & Technical Specifications
- Quality Control Reviews at each milestone
- Preliminary Engineering Construction Cost Estimate at project specific milestones
- Plan Submittals for review at project specific milestones
- Obtain necessary agency approvals
- Bid Phase Services – Preparation of Bid Documents, advertisement, pre-bid and pre-construction meetings, preparation of bid tab, recommendation of award

Consultant will perform the following Additional Services engineering design services for the Project. Services may include, but are not limited to:

- Survey – Topographic survey, boundary survey, platting
- Geotechnical Investigation (Subconsultant)
- Environmental Analysis and Permitting, if necessary (Subconsultant)
- Hydrologic and Hydraulic Analysis and Design
- Traffic Control Plan
- Storm Water Pollution Prevention Plan

EXHIBIT “B”

Description of Consultant Fees

FEES FOR BASIC CONSULTANT SERVICES

Authority will pay Consultant (1) for Basic Consultant Services not associated with a particular Project on a time and materials fee based on the rate schedule set forth on **Exhibit “C”**; and (2) for Basic Consultant Services associated with a particular Project as a lump sum fee for each Project, based on a detailed scope and level of effort and based on the rate schedule set forth on **Exhibit “C”**. No more than once each month during the term of this Agreement, Consultant shall submit an invoice to Authority for the Basic Consultant Services incurred but not previously invoiced and subject to payment. The invoice shall include a breakdown as to the type of Basic Consultant Services provided by task and hours spent. All invoices for Basic Consultant Services are subject to approval by the Authority and/or the Authority’s Designated Representative and are due and payable by check within thirty (30) days after such approval.

CONSULTANT’S SUBCONSULTANTS/CONTRACTORS

On a per Project basis, the Authority and/or the Authority’s Designated Representative may authorize Consultant to utilize subconsultants/contractors to assist in Consultant’s performance of its obligations under this Agreement. The fee to be charged to Authority for such services shall be in accordance with rate set forth on **Exhibit “C”**.

FEES FOR ENGINEERING DESIGN SERVICES

If Authority authorizes Consultant to provide Engineering Design Services pursuant to a Work Authorization, such Engineering Design Services will be performed as a lump sum fee for each Project, based on a detailed scope and level of effort and based on the rate schedule set forth on **Exhibit “C”**.

REIMBURSABLE EXPENSES

No more than once each month during the term of this Agreement, Consultant shall submit an invoice to Authority for the Reimbursable Expenses, in accordance with pursuant to the rates set out on **Exhibit “C”**, incurred but not previously invoiced and subject to payment. The invoice shall include a breakdown as to the type and cost of each expense item and copies of all receipts for each item included as a Reimbursable Expense. Invoices for Reimbursable Expenses are subject to approval by the Authority and are due and payable by check within thirty (30) days from the date of such approval; provided, however, the Authority’s Designated Representative shall have the authority to approve the following Reimbursable Expenses up to \$500 per month: travel, delivery, outside printing, postage and other reasonable and customary out-of-pocket expenses incurred in connection with this Agreement.

EXHIBIT "C"
SCHEDULE OF HOURLY RATES

Draft

EXHIBIT "D"

Form of Work Authorization

**WORK AUTHORIZATION No. _____ FOR
HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

This Work Authorization authorizes consultant services to be performed by _____ (the "Consultant") pursuant to the Master Agreement for Professional Engineering Services (the "Agreement") between the Consultant and Hardy/Near Northside Redevelopment Authority (the "Authority"). Unless otherwise defined herein, all capitalized terms used in this Work Authorization are defined in the Agreement.

This Work Authorization consists of the following:

- 1.0 PROJECT DESCRIPTION: <<briefly describe project location and work, ie. Reconstruction of Main Street between Street A and Street B to include a full PS&E design package for the replacement of the existing 2-lane concrete roadway with a 4-lane concrete boulevard roadway including replacement of the existing sidewalks, traffic signals, storm sewers, water lines, and sanitary sewers (See **Attachment 1** for a detailed scope).>>
- 2.0 PROJECT SCHEDULE: The Consultant will complete the work within XX days/weeks/months from execution of this Work Authorization (see **Attachment 2** for a detailed schedule).
- 3.0 FEE AND PAYMENT: The Consultant will complete the tasks in this Work Authorization for a lump sum amount of \$xx,xxx.xx (see **Attachment 3** for a detailed fee breakdown). Payment to the Consultant for the Services rendered in connection with the Project shall be made in accordance with **Exhibit "B"** to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Authorization as of _____, 20__.

AUTHORITY:
HARDY/NEAR NORTHSIDE
REDEVELOPMENT AUTHORITY

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____