

**AGENDAS AND AGENDA MATERIALS  
MEETINGS OF THE BOARDS OF DIRECTORS**

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**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY  
CITY OF HOUSTON, TEXAS**



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

**JANUARY 22, 2025**

**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 PARTIES:**

NOTICE is hereby given that the Hardy Near Northside Redevelopment Authority, City of Houston, Texas, and the Reinvestment Zone Number Twenty-One, City of Houston, Texas, will hold a joint meeting, open to the public, on **Wednesday, January 22, 2025, at 9:00 a.m.**, at Lindale Park Community Center, 218 Joyce Street, Houston, Texas 77009, to consider discuss and adopt such orders, resolutions or motions, and take direct actions as may be necessary, convenient, or desirable, with respect to the following matters:

**AGENDA**

1. Establish Quorum and call meeting to order.
2. Receive public comments. (In accordance with City of Houston procedures, a statement of no more than 3 minutes may be made on items of general relevance. However, if a person has spoken regarding a topic within the last 4 meetings, their time will be limited to 1 minute. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from deliberating a topic without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law; therefore, questions or comments will not be addressed. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges).
3. Minutes of the November 20, 2024, meeting.
4. Bookkeeper's Report; approve payment of invoices; ratify payment of December invoices.
5. Interlocal Agreement With Greater Northside Management District regarding Quitman Street Reconstruction project.
6. SWA update.
  - a. Zone Urban Design Guidelines
  - b. Zone-Wide Tree Plantings
7. Gauge Engineering update.
  - a. Pinkney Trail
  - b. Corridor Study – Hogan Street
8. Administrator's Report.
9. Next meeting – Wednesday, February 26, 2025, at 9:00 a.m.
10. Adjourn.



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Hawes Hill & Associates LLP - Administrator

\*Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Zone's Administrator at (713) 595-1260 at least three business days prior to the meeting so that the appropriate arrangements can be made. Pursuant to V.T.C.A Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.



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**AGENDA MEMORANDUM**

**TO:** Hardy Near Northside Redevelopment Authority Board of Directors

**FROM:** Zone Administrator

**SUBJECT:** Agenda Item Materials

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3. Minutes of the November 20, 2024, meeting.

**MINUTES OF THE JOINT MEETING OF THE  
HARDY NEAR NORTHSIDE REDEVELOPMENT AUTHORITY and  
REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS  
BOARD OF DIRECTORS**

**November 20, 2024**

**ESTABLISH QUORUM AND CALL MEETING TO ORDER.**

The Board of Directors of the Hardy Near Northside Redevelopment Authority and Reinvestment Zone Number Twenty-One, City of Houston, Texas, held a regular joint meeting on Wednesday, November 20, 2024, at 9:00 a.m., at 218 Joyce Street, Houston, Texas 77009, open to the public, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1:	Fernando Zamarripa	Position 5:	Daniel Ortiz, <i>Treasurer</i>
Position 2:	Jorge B. Bustamante, <i>Vice-Chair</i>	Position 6:	Monte Large
Position 3:	Ed Reyes, <i>Chairman</i>	Position 7:	Elia Quiles, <i>Asst. Secretary</i>
Position 4:	Sylvia Cavazos, <i>Secretary</i>		

and all of the above were present, with the exception of Directors Zamarripa, Cavazos and Quiles, thus constituting a quorum. Also present were Naina Magon, Don Huml and Linda Clayton, Hawes Hill & Associates, LLP; Mary Buzak, Bracewell LLP; and Brandon Walwyn, COH – Economic Development. Others attending the meeting were Lydia Mares, Gauge Engineering; Michael Robinson, SWA; Diego Arias; Thomas Reeves; and Chaquisha Mosley, METRO. Chairman Reyes called the meeting to order at 9:03 a.m.

**RECEIVE PUBLIC COMMENTS.**

Public comments were received from Diego Arias, Friends of Moody Park.

**APPROVE MINUTES OF THE OCTOBER 23, 2024, MEETING.**

Upon a motion made by Director Large, and seconded by Director Bustamante, the board voted unanimously to approve the Minutes of the October 23, 2024, Board meeting as presented.

**RECEIVE BOOKKEEPER'S REPORT AND APPROVE PAYMENT OF INVOICES.**

Ms. Magon presented the Bookkeeper's Report and review of invoices, included in the Board materials. She requested approval of an invoice received after the report was generated for Hawes Hill in the amount of \$4,500.00, included in board materials. Upon a motion made by Director Bustamante, and seconded by Director Ortiz, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

**RECEIVE UPDATE FROM SWA.**

Mr. Robinson provided an update on tree planting plans. He reported the Committee is recommending moving forward with Phase 1. No action from the Board was required.

**RECEIVE UPDATE FROM GAUGE ENGINEERING.**

Ms. Mares provided an update on Pinkney Trail and Hogan-Lorraine projects.

**a. Authorize pursuit of flood mitigation grant.**

The Gauge Engineering Task Order for FEMA Flood Mitigation Assistance (FMA) Grant Application Support services for Cavalcade was handed out, a copy is attached hereto as Exhibit A. Ms. Mares reviewed the task order for grant application services in the amount of \$35,000, which includes project management, hydraulics model update, preliminary benefit cost development and grant application support. Upon a motion made by Director Ortiz, and seconded by Director Bustamante, the Board voted unanimously to approve Gauge Engineering Task Order for FEMA Flood Mitigation

Assistance (FMA) Grant Application Support services for Cavalcade in the amount of \$35,000 as presented.

**RECEIVE ADMINISTRATOR'S REPORT.**

None.

**NEXT MEETING – WEDNESDAY, JANUARY 22, 2025, AT 9:00 A.M.**

**ADJOURN.**

There being no further business to come before the Board, Chairman Reyes adjourned the meeting at 9:18 a.m.

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Secretary

List of Exhibits:

- A. Gauge Engineering Task Order – FEMA Flood Mitigation Assistance (FMA) Grant Application - Cavalcade



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AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors  
FROM: Zone Administrator  
SUBJECT: Agenda Item Materials

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4. Bookkeeper's Report; approve payment of invoices; ratify payment of December invoices.



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

# Hardy Near Northside Redevelopment Authority

Bookkeeper's Report

January 22, 2025

## Account Balances

As of January 22, 2025

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Money Market Funds					
TEXAS CAPITAL BANK (XXXX1794)	12/01/2022		3.09%	925,497.99	
TEXPOOL (XXXX0001)	12/01/2022		4.38%	288,478.31	
Checking Account(s)					
TEXAS CAPITAL BANK (XXXX4302)			0.00%	1,732.20	Texas Capital Operating
Totals for Operating Fund:				\$1,215,708.50	
Grand total for Hardy Near Northside Redevelopment Authority:				\$1,215,708.50	



## Cash Flow Report - Texas Capital Operating Account

As of January 22, 2025

Num	Name	Memo	Amount	Balance
BALANCE AS OF 11/21/2024				\$1,384.12
Receipts				
	Funds Transfer		4,000.00	
	Funds Transfer		16,000.00	
	Funds Transfer		9,500.00	
Total Receipts				29,500.00
Disbursements				
ACH	Hawes Hill & Associates LLP	Professional Consulting and Management Services	(4,500.00)	
ACH	Bracewell LLP	Legal Fees	(375.00)	
ACH	Gauge Engineering LLC	Engineering Fees	(3,523.94)	
ACH	Hawes Hill & Associates LLP	Professional Consulting and Management Services	(4,808.04)	
ACH	Municipal Accounts & Consulting, LP	Bookkeeping Fees	(4,264.99)	
ACH	Texas Municipal League Intergovernmental	Insurance Expense	(2,231.46)	
ACH	Bracewell LLP	Legal Fees	(875.00)	
ACH	Hawes Hill & Associates LLP	Professional Consulting and Management Services	(4,500.00)	
ACH	Municipal Accounts & Consulting, LP	Bookkeeping Fees	(3,715.00)	
Bank Chg	Texas Capital	Monthly Service Charge	(358.49)	
Total Disbursements				(29,151.92)
BALANCE AS OF 01/22/2025				\$1,732.20



**HARDY/NEAR NORTHSIDE TIRZ # 21**  
**Balance Sheet Prev Year Comparison**  
As of December 31, 2024

	<u>Dec 31, 24</u>	<u>Dec 31, 23</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
11102 · Texas Capital Operating	1,322.20	513.03	809.17	157.7%
11201 · Texas Capital Money Mrkt	934,997.99	262,564.43	672,433.56	256.1%
11202 · Tex Pool AC 7932300001	288,478.31	273,965.64	14,512.67	5.3%
<b>Total Checking/Savings</b>	<u>1,224,798.50</u>	<u>537,043.10</u>	<u>687,755.40</u>	<u>128.1%</u>
<b>Total Current Assets</b>	<u>1,224,798.50</u>	<u>537,043.10</u>	<u>687,755.40</u>	<u>128.1%</u>
<b>TOTAL ASSETS</b>	<b><u>1,224,798.50</u></b>	<b><u>537,043.10</u></b>	<b><u>687,755.40</u></b>	<b><u>128.1%</u></b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
12000 · Accounts Payable	9,090.00	15,371.91	-6,281.91	-40.9%
<b>Total Accounts Payable</b>	<u>9,090.00</u>	<u>15,371.91</u>	<u>-6,281.91</u>	<u>-40.9%</u>
<b>Total Current Liabilities</b>	<u>9,090.00</u>	<u>15,371.91</u>	<u>-6,281.91</u>	<u>-40.9%</u>
<b>Total Liabilities</b>	<u>9,090.00</u>	<u>15,371.91</u>	<u>-6,281.91</u>	<u>-40.9%</u>
<b>Equity</b>				
13101 · Unassigned Fund Balance	1,895,746.50	1,238,839.41	656,907.09	53.0%
Net Income	-680,038.00	-717,168.22	37,130.22	5.2%
<b>Total Equity</b>	<u>1,215,708.50</u>	<u>521,671.19</u>	<u>694,037.31</u>	<u>133.0%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>1,224,798.50</u></b>	<b><u>537,043.10</u></b>	<b><u>687,755.40</u></b>	<b><u>128.1%</u></b>

# HARDY/NEAR NORTHSIDE TIRZ # 21

## Profit & Loss

July through December 2024

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	<u>Jul - Dec 24</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
14802 · Interest Income	25,312.17
<b>Total Income</b>	<u>25,312.17</u>
<b>Cost of Goods Sold</b>	
<b>Capital Improvement Plan</b>	
T-2105 Pickney St Hike & Bike	1,723.05
<b>Total Capital Improvement Plan</b>	<u>1,723.05</u>
<b>Total COGS</b>	<u>1,723.05</u>
<b>Gross Profit</b>	23,589.12
<b>Expense</b>	
<b>Developer Reimbursement</b>	
17906 · Hardy Yards/Cypress - Offsite	606,955.00
<b>Total Developer Reimbursement</b>	606,955.00
<b>Program and Project Consultants</b>	
16702 · Engineering Consultation	5,152.54
16703 · Legal Consultants	16,239.25
<b>Total Program and Project Consultants</b>	<u>21,391.79</u>
<b>TIRZ Administration Overhead</b>	
16704 · Tax Consultants	13,651.20
16705 · Accounting Services	26,152.33
16706 · Administrative Services	13,808.04
16707 · Audit Services	16,250.00
16708 · Bank Charges	1,999.30
16709 · Insurance - Liability	2,231.46
16711 · Office Expense	1,188.00
<b>Total TIRZ Administration Overhead</b>	<u>75,280.33</u>
<b>Total Expense</b>	<u>703,627.12</u>
<b>Net Ordinary Income</b>	<u>-680,038.00</u>
<b>Net Income</b>	<u><u>-680,038.00</u></u>

**HARDY/NEAR NORTHSIDE TIRZ # 21**  
**Profit & Loss Budget vs. Actual**  
July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
14706 · Grant Income - Construction	0.00	456,000.00	-456,000.00	0.0%
14802 · Interest Income	25,312.17	7,000.00	18,312.17	361.6%
14803 · Tax increments	0.00	1,467,774.00	-1,467,774.00	0.0%
<b>Total Income</b>	25,312.17	1,930,774.00	-1,905,461.83	1.3%
<b>Cost of Goods Sold</b>				
<b>Capital Improvement Plan</b>				
T-2110 - Burnett Street	0.00	75,000.00	-75,000.00	0.0%
T-2109 - Street Trees	0.00	100,000.00	-100,000.00	0.0%
T-2199 - Concrete Panel & Side	0.00	25,000.00	-25,000.00	0.0%
T-2107 - Hogan/Lorraine Corr	0.00	372,000.00	-372,000.00	0.0%
T-2105 Pickney St Hike & Bike	8,519.53	700,000.00	-691,480.47	1.2%
<b>Total Capital Improvement Plan</b>	8,519.53	1,272,000.00	-1,263,480.47	0.7%
<b>Total COGS</b>	8,519.53	1,272,000.00	-1,263,480.47	0.7%
<b>Gross Profit</b>	16,792.64	658,774.00	-641,981.36	2.5%
<b>Expense</b>				
<b>Developer Reimbursement</b>				
17906 · Hardy Yards/Cypress - Offsite	606,955.00	260,544.00	346,411.00	233.0%
17907 · Hardy Yards/Cypress - Onsite	0.00	82,277.00	-82,277.00	0.0%
<b>Total Developer Reimbursement</b>	606,955.00	342,821.00	264,134.00	177.0%
<b>Program and Project Consultants</b>				
16701 · Planning Consultants	0.00	50,000.00	-50,000.00	0.0%
16702 · Engineering Consultation	5,377.54	50,000.00	-44,622.46	10.8%
16703 · Legal Consultants	17,489.25	40,000.00	-22,510.75	43.7%
<b>Total Program and Project Consultants</b>	22,866.79	140,000.00	-117,133.21	16.3%
<b>TIRZ Administration Overhead</b>				
16704 · Tax Consultants	13,651.20	15,000.00	-1,348.80	91.0%
16705 · Accounting Services	30,172.02	25,000.00	5,172.02	120.7%
16706 · Administrative Services	13,808.04	55,000.00	-41,191.96	25.1%
16707 · Audit Services	16,250.00	18,000.00	-1,750.00	90.3%
16708 · Bank Charges	1,999.30			
16709 · Insurance - Liability	2,231.46	2,500.00	-268.54	89.3%
16711 · Office Expense	1,188.00	5,000.00	-3,812.00	23.8%
<b>Total TIRZ Administration Overhead</b>	79,300.02	120,500.00	-41,199.98	65.8%
<b>Total Expense</b>	709,121.81	603,321.00	105,800.81	117.5%
<b>Net Ordinary Income</b>	-692,329.17	55,453.00	-747,782.17	-1,248.5%
<b>Net Income</b>	<b>-692,329.17</b>	<b>55,453.00</b>	<b>-747,782.17</b>	<b>-1,248.5%</b>

**HARDY/NEAR NORTHSIDE TIRZ # 21**

**Profit & Loss Detail**

July 2024 through June 2025

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>14802 · Interest Income</b>									
General Journal	07/01/2024	Int		Interest Earne...		11202 · Tex Po...		1,222.92	1,222.92
General Journal	07/31/2024	Int		Interest Earne...		11201 · Texas ...	1,648.50		2,871.42
General Journal	07/31/2024	Int		Interest Earne...		11201 · Texas ...	1,270.43		4,141.85
General Journal	08/31/2024	Int		Interest Earne...		11201 · Texas ...	4,176.56		8,318.41
General Journal	08/31/2024	Int		Interest Earne...		11201 · Texas ...	1,271.46		9,589.87
General Journal	09/30/2024	Int		Interest Earne...		11201 · Texas ...	4,035.11		13,624.98
General Journal	09/30/2024	Int		Interest Earne...		11201 · Texas ...	1,204.71		14,829.69
General Journal	10/31/2024	Int		Interest Earne...		11201 · Texas ...	2,566.01		17,395.70
General Journal	10/31/2024	Int		Interest Earne...		11201 · Texas ...	1,189.49		18,585.19
General Journal	11/30/2024	Int		Interest Earne...		11201 · Texas ...	2,269.94		20,855.13
General Journal	11/30/2024	Int		Interest Earne...		11201 · Texas ...	1,112.88		21,968.01
General Journal	12/31/2024	Int		Interest Earne...		11201 · Texas ...	2,230.97		24,198.98
General Journal	12/31/2024	Int		Interest Earne...		11201 · Texas ...	1,113.19		25,312.17
Total 14802 · Interest Income							0.00	25,312.17	25,312.17
Total Income							0.00	25,312.17	25,312.17
<b>Cost of Goods Sold</b>									
<b>Capital Improvement Plan</b>									
<b>T-2105 Pickney St Hike &amp; Bike</b>									
Bill	07/31/2024	3435	Gauge Engineering ...	Project 1136 T...		12000 · Accoun...	1,723.05		1,723.05
Total T-2105 Pickney St Hike & Bike							1,723.05	0.00	1,723.05
Total Capital Improvement Plan							1,723.05	0.00	1,723.05
Total COGS							1,723.05	0.00	1,723.05
Gross Profit							1,723.05	25,312.17	23,589.12
<b>Expense</b>									
<b>Developer Reimbursement</b>									
<b>17906 · Hardy Yards/Cypress - Offsite</b>									
Bill	09/30/2024	Devel...	CRV Hardy Yards, L...	Developer Rei...		12000 · Accoun...	606,955.00		606,955.00
Total 17906 · Hardy Yards/Cypress - Offsite							606,955.00	0.00	606,955.00
Total Developer Reimbursement							606,955.00	0.00	606,955.00
<b>Program and Project Consultants</b>									
<b>16702 · Engineering Consultation</b>									
Bill	09/30/2024	3587	Gauge Engineering ...	Project 1081 T...		12000 · Accoun...	1,628.60		1,628.60
Bill	10/31/2024	3697	Gauge Engineering ...	On-Call Servic...		12000 · Accoun...	3,523.94		5,152.54
Total 16702 · Engineering Consultation							5,152.54	0.00	5,152.54
<b>16703 · Legal Consultants</b>									
Bill	07/31/2024	21982...	Bracewell LLP	Legal Fees		12000 · Accoun...	250.00		250.00
Bill	07/31/2024	21982...	Bracewell LLP	Legal Fees		12000 · Accoun...	53.00		303.00
Bill	09/30/2024	21986...	Bracewell LLP	Legal Fees - ...		12000 · Accoun...	3,255.50		3,558.50
Bill	09/30/2024	21986...	Bracewell LLP	Legal Fees		12000 · Accoun...	4,250.00		7,808.50
Bill	10/31/2024	21987...	Bracewell LLP	Legal Fees		12000 · Accoun...	7,180.75		14,989.25
Bill	11/30/2024	21990...	Bracewell LLP	Legal Fees		12000 · Accoun...	375.00		15,364.25
Bill	12/31/2024	21991...	Bracewell LLP	Legal Fees		12000 · Accoun...	875.00		16,239.25
Total 16703 · Legal Consultants							16,239.25	0.00	16,239.25
Total Program and Project Consultants							21,391.79	0.00	21,391.79
<b>TIRZ Administration Overhead</b>									
<b>16704 · Tax Consultants</b>									
General Journal	07/01/2024	JE		To Reclass pr...		11703 · Prepai...	13,651.20		13,651.20
Total 16704 · Tax Consultants							13,651.20	0.00	13,651.20
<b>16705 · Accounting Services</b>									
Bill	07/31/2024	106219	Municipal Accounts ...	Bookkeeping ...		12000 · Accoun...	4,949.04		4,949.04
Bill	08/31/2024	106876	Municipal Accounts ...	Bookkeeping ...		12000 · Accoun...	4,998.35		9,947.39
Bill	09/30/2024	107542	Municipal Accounts ...	Bookkeeping ...		12000 · Accoun...	3,625.40		13,572.79
Bill	10/31/2024	108210	Municipal Accounts ...	Bookkeeping ...		12000 · Accoun...	4,599.55		18,172.34
Bill	11/30/2024	108884	Municipal Accounts ...	Bookkeeping ...		12000 · Accoun...	4,264.99		22,437.33
Bill	12/31/2024	109564	Municipal Accounts ...	Bookkeeping ...		12000 · Accoun...	3,715.00		26,152.33
Total 16705 · Accounting Services							26,152.33	0.00	26,152.33
<b>16706 · Administrative Services</b>									
Bill	10/31/2024	2203	Hawes Hill & Associa...	Professional C...		12000 · Accoun...	4,500.00		4,500.00
Bill	11/30/2024	2235	Hawes Hill & Associa...	Professional C...		12000 · Accoun...	4,808.04		9,308.04
Bill	12/31/2024	2278	Hawes Hill & Associa...	Professional C...		12000 · Accoun...	4,500.00		13,808.04
Total 16706 · Administrative Services							13,808.04	0.00	13,808.04
<b>16707 · Audit Services</b>									
Bill	08/31/2024	2024 ...	McCall Gibson Swed...	FYE 06.30.24 ...		12000 · Accoun...	9,000.00		9,000.00
Bill	09/30/2024	11596	Burton Accounting, P...	FY23 Agreed ...		12000 · Accoun...	2,500.00		11,500.00
Bill	09/30/2024	2024 ...	McCall Gibson Swed...	FYE 06.30.24 ...		12000 · Accoun...	4,750.00		16,250.00
Total 16707 · Audit Services							16,250.00	0.00	16,250.00

**HARDY/NEAR NORTHSIDE TIRZ # 21**

**Profit & Loss Detail**

July 2024 through June 2025

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
<b>16708 · Bank Charges</b>									
General Journal	07/10/2024	Bank ...	Texas Capital	Monthly Servi...		11102 · Texas ...	351.86		351.86
General Journal	08/12/2024	Bank ...	Texas Capital	Monthly Servi...		11102 · Texas ...	308.44		660.30
General Journal	09/10/2024	Bank ...	Texas Capital	Monthly Servi...		11102 · Texas ...	274.80		935.10
General Journal	10/23/2024	Bank ...	Texas Capital	Monthly Servi...		11102 · Texas ...	351.69		1,286.79
General Journal	11/12/2024	Bank ...	Texas Capital	Monthly Servi...		11102 · Texas ...	354.02		1,640.81
General Journal	12/10/2024	Bank ...	Texas Capital	Monthly Servi...		11102 · Texas ...	358.49		1,999.30
Total 16708 · Bank Charges							1,999.30	0.00	1,999.30
<b>16709 · Insurance - Liability</b>									
Bill	11/30/2024	6754 2...	Texas Municipal Lea...	Insurance Exp...		12000 · Accoun...	2,231.46		2,231.46
Total 16709 · Insurance - Liability							2,231.46	0.00	2,231.46
<b>16711 · Office Expense</b>									
Bill	07/31/2024	63200	Squidz Ink Design, Inc.	Website Desig...		12000 · Accoun...	1,188.00		1,188.00
Total 16711 · Office Expense							1,188.00	0.00	1,188.00
Total TIRZ Administration Overhead							75,280.33	0.00	75,280.33
Total Expense							703,627.12	0.00	703,627.12
Net Ordinary Income							705,350.17	25,312.17	-680,038.00
<b>Net Income</b>							<b>705,350.17</b>	<b>25,312.17</b>	<b>-680,038.00</b>

# BRACEWELL

## REMITTANCE PAGE

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

Invoice: 21991416

Matter No: 0037619.000001

Total Fees	\$ 875.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges for this Invoice	\$ 875.00
<b>Total Current Billing on this Invoice</b>	<b>\$ 875.00</b>
Balance Forward	\$ 0.00
<b>Please Remit Total Balance Due on this Invoice</b>	<b>\$ 875.00</b>

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 Number: 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 invoice number as a reference when sending the wire:**21991416**

### 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  
c/o Burton Accounting P.L.L.C.  
1281 Brittmoore Road  
Houston, TX 77043

January 06, 2025  
Invoice: 21991416  
BA: 04674 Clark Stockton Lord

Our Matter: **0037619.000001** General Counsel  
For Services Through December 31, 2024

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/03/24	Review management district security agreement	Clark Stockton Lord	1.00	500.00	500.00
12/04/24	Prepare email to S Lopez re: management district interlocal agreement	Mary Buzak	0.25	500.00	125.00
12/12/24	Teleconference with N Magon and R Reyna regarding management district security issues	Clark Stockton Lord	0.50	500.00	250.00
<b>Total Fees</b>					<b>\$ 875.00</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Mary Buzak	Counsel	0.25	500.00	125.00
Clark Stockton Lord	Partner	1.50	500.00	750.00
<b>Total Summary of Fees</b>		<b>1.75</b>		<b>\$ 875.00</b>

**Total Fees, Expenses and Charges on This Invoice** **\$ 875.00**



# INVOICE

BILL TO  
Hardy/Near Northside RA TIRZ 21

INVOICE 2278  
DATE 01/13/2025

DESCRIPTION	AMOUNT
Professional Consulting and Management Services: December 2024	4,500.00

For electronic payments remit to:

BALANCE DUE

**\$4,500.00**

Bank Name: Central Bank Houston  
Bank Address: 11201 Clay Road, Houston, TX 77041  
Routing Number: 113001077  
Account Number: 3453057  
Account Name: Hawes Hill & Associates LLP



**MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.**

**Hardy Near Northside RA  
1281 Brittmoore Rd  
Houston, TX 77043**

**Invoice No: 109564**

**Professional Services from November 11, 2024 to December 08, 2024**

---

**Task: Preparation of Financial Report**

DESCRIPTION: Preparation of bookkeeping report; Reconciliation of applicable accounts; Processing of accounts payable, accounts receivable, mail and other administrative services; Coordination of any necessary wire transfers for internal accounts; Communication with consultants; Meeting attendance and payroll, as necessary.

<b>Professional Personnel</b>	<b>Hours</b>	<b>Amount</b>
Administrative Specialist	0.17	\$20.84
Consultant	14.58	2,916.66
Manager	3.00	750.00
<b>Total Preparation of Financial Report</b>		<b>\$3,687.50</b>

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<b>Total Professional Services</b>		<b>\$3,687.50</b>
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<b>Expenses and Other Items</b>	<b>Amount</b>
Electronic Data Storage	\$27.50
<b>Total Expenses and Other Items</b>	<b>\$27.50</b>

---

<b>Total Professional Services</b>	<b>\$3,687.50</b>
<b>Total Expenses and Other Items</b>	<b>27.50</b>
<b>Total Amount Due</b>	<b>\$3,715.00</b>



**AGENDA MEMORANDUM**

TO: Hardy Near Northside Redevelopment Authority Board of Directors  
FROM: Zone Administrator  
SUBJECT: Agenda Item Materials

---

**RATIFY PAYMENT OF INVOICES PAID IN DECEMBER**



# INVOICE

BILL TO  
Hardy/Near Northside RA TIRZ 21

INVOICE 2203  
DATE 11/14/2024

DESCRIPTION	AMOUNT
Professional Consulting and Management Services: October 2024	4,500.00

---

BALANCE DUE **\$4,500.00**

To process your payment via ACH or wire transfer, please use the following details:

Bank Name: Central Bank Houston  
Bank Address: 11201 Clay Road, Houston, TX 77041  
Routing Number: 113001077  
Account Number: 3453057  
Account Name: Hawes Hill & Associates LLP

Please reference your invoice number when making the payment to ensure proper allocation.

# BRACEWELL

## REMITTANCE PAGE

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

Invoice: 21990142

Matter No: 0037619.000001

Total Fees	\$ 375.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges for this Invoice	\$ 375.00
<b>Total Current Billing on this Invoice</b>	<b>\$ 375.00</b>
Balance Forward	\$ 0.00
<b>Please Remit Total Balance Due on this Invoice</b>	<b>\$ 375.00</b>

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 Number: 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 invoice number as a reference when sending the wire:**21990142**

### 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  
c/o Burton Accounting P.L.L.C.  
1281 Brittmoore Road  
Houston, TX 77043

December 05, 2024  
Invoice: 21990142  
BA: 04674 Clark Stockton Lord

Our Matter: **0037619.000001** General Counsel  
For Services Through November 30, 2024

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/20/24	Prepare for and attend November board meeting	Mary Buzak	0.75	500.00	375.00
<b>Total Fees</b>					<b>\$ 375.00</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Mary Buzak	Counsel	0.75	500.00	375.00
<b>Total Summary of Fees</b>		<b>0.75</b>		<b>\$ 375.00</b>

**Total Fees, Expenses and Charges on This Invoice** **\$ 375.00**

**Gauge Engineering**  
 11750 Katy Freeway, Suite 400  
 Houston, TX 77079

Hardy/Near Northside Redevelopment Authority/TIRZ 21  
 c/o Bracewll, LP and Tifworks  
 711 Louisiana Street, Suite 2300  
 Houston, TX 77002

Invoice number 3697  
 Date 11/15/2024

Project **1081 TO #1 - TIRZ 21 On-Call Services**

Professional Services Provided Through October 31, 2024

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
<b>ON-CALL ENGINEERING SERVICES</b>	8,073.77	8,073.77	8,073.77	0.00	0.00
<b>ON-CALL ENGINEERING - 2023</b>	10,000.00	10,001.18	10,001.18	-1.18	0.00
<b>ON-CALL ENGINEERING - 2024</b>	10,000.00	1,853.60	5,377.54	4,622.46	3,523.94
<b>LABOR ADJUSTMENT</b>	0.00	-1.18	-1.18	1.18	0.00
<b>Total</b>	<b>28,073.77</b>	<b>19,927.37</b>	<b>23,451.31</b>	<b>4,622.46</b>	<b>3,523.94</b>

**Professional Fees**

	Hours	Rate	Billed Amount
Principal			
Derek A. St. John	3.00	225.00	675.00
Director of Utility Services			
Lydia Mares	3.50	225.00	787.50
GIS Specialist			
Chris Coyle	17.00	120.00	2,040.00
Professional Fees subtotal	23.50		3,502.50

**Reimbursables**

	Date	Units	Rate	Billed Amount
2024 Mileage Rate				
Lydia Mares	10/23/2024	32.00	0.67	21.44
Invoice total				<b>3,523.94</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3697	11/15/2024	3,523.94	3,523.94				
	<b>Total</b>	<b>3,523.94</b>	<b>3,523.94</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



*I certify the above to be true and correct*

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**Please note new mailing address**

Please make checks payable to:

Gauge Engineering, LLC  
11750 Katy Freeway, Suite 400  
Houston, TX 77079

**Invoice Supporting Detail**

**1081 TO #1 - TIRZ 21 On-Call Services**  
**On-Call Engineering Services**

Phase Status: Work Hold

Billing Cutoff: 10/31/2024

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal			<b>0.00</b>
total			<b>0.00</b>

**Phase Summary**

	Contract	Billed	%	Remaining	%
Labor	8,073.77	7,805.00	97	268.77	3
Expense		268.77		-268.77	
<b>Total</b>	<b>8,073.77</b>	<b>8,073.77</b>	<b>100</b>		

**On-Call Engineering - 2023**

Phase Status: Work Hold

Billing Cutoff: 10/31/2024

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal			<b>0.00</b>
total			<b>0.00</b>

**Phase Summary**

	Contract	Billed	%	Remaining	%
Labor	10,000.00	9,815.00	98	185.00	2
Expense		186.18		-186.18	
<b>Total</b>	<b>10,000.00</b>	<b>10,001.18</b>	<b>100</b>	<b>-1.18</b>	<b>0</b>

**On-Call Engineering - 2024**

Phase Status: Active

Billing Cutoff: 10/31/2024

Date	Units	Rate	Amount
------	-------	------	--------

**Labor**

WIP Status: Billable

Principal

Derek A. St. John

Project Management	10/22/2024	1.00	225.00	225.00
<i>FMA Grant Prep</i>				

Project Management	10/23/2024	2.00	225.00	450.00
<i>Present FMA grant opportunity to Board Meeting</i>				

Subtotal		<b>3.00</b>		<b>675.00</b>
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Director of Utility Services

Lydia Mares

Project Management	10/02/2024	1.00	225.00	225.00
<i>Proposal update</i>				

Meetings	10/23/2024	2.50	225.00	562.50
<i>Monthly BOD Mtg</i>				

Subtotal		<b>3.50</b>		<b>787.50</b>
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**Invoice Supporting Detail**

**1081 TO #1 - TIRZ 21 On-Call Services**  
**On-Call Engineering - 2024**

Phase Status: Active

**Billing Cutoff: 10/31/2024**

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

GIS Specialist

Chris Coyle

Production 10/16/2024 2.50 120.00 300.00

*Exhibit work for FMA Grant*

Production 10/17/2024 2.00 120.00 240.00

*Exhibit work for FMA Grant*

Production 10/21/2024 2.00 120.00 240.00

*Exhibit work for FMA Grant*

Production 10/22/2024 10.50 120.00 1,260.00

*Exhibit work for FMA Grant*

Subtotal **17.00 2,040.00**

Labor total **23.50 3,502.50**

**Expense** WIP Status: Billable

Lydia Mares

Expense Report

2024 Mileage Rate 10/23/2024 32.00 0.67 21.44

Subtotal **32.00 21.44**

Expense total **32.00 21.44**

**Phase Summary**

	Contract	Billed	%	Remaining	%
<b>Labor</b>	10,000.00	5,302.50	53	4,697.50	47
<b>Expense</b>		75.04		-75.04	
<b>Total</b>	10,000.00	5,377.54	54	4,622.46	46

**Labor Adjustment**

Phase Status: Active

**Billing Cutoff: 10/31/2024**

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal **0.00**

total **0.00**

**Phase Summary**

	Contract	Billed	%	Remaining	%
<b>Labor</b>		-1.18			
<b>Total</b>		-1.18			

**Invoice Supporting Detail**

**Invoice Summary**

	<b>Contract</b>	<b>Billed</b>	<b>%</b>	<b>Remaining</b>	<b>%</b>
<b>Labor</b>	28,073.77	22,921.32	82	5,152.45	18
<b>Expense</b>		529.99		-529.99	
<b>Consultant</b>					
<b>Total</b>	28,073.77	23,451.31	84	4,622.46	16



# INVOICE

BILL TO  
Hardy/Near Northside RA TIRZ 21

INVOICE 2235  
DATE 11/13/2024

DESCRIPTION	AMOUNT
Professional Consulting and Management Services: November 2024	4,500.00
In-House Postage, Photocopies, Binding, Etc.: October-November 2024	308.04

---

BALANCE DUE **\$4,808.04**

To process your payment via ACH or wire transfer, please use the following details:

Bank Name: Central Bank Houston  
Bank Address: 11201 Clay Road, Houston, TX 77041  
Routing Number: 113001077  
Account Number: 345057  
Account Name: Hawes Hill & Associates LLP

Please reference your invoice number when making the payment to ensure proper allocation.

# Hardy/Near Northside RA TIRZ 21

## In-house Postage, Photocopies, Binding, etc.

### Postage

Date	Amount
10/25/2024	\$ 2.04
	<b>\$ 2.04</b>

### Photocopies @ \$0.20

Date	Pages	Amount
10/18/2024	1170	\$ 234.00
10/21/2024	180	\$ 36.00
11/15/2024	594	\$ 118.80
11/18/2024	36	\$ 7.20
<b>Total</b>		<b>\$ 270.00</b>

### Color Photocopies @ \$0.55

	\$ -
<b>Total</b>	<b>\$ -</b>

### Binding sets @ \$1.00

Date	Sets	Amount
10/18/2024	18	\$ 18.00
11/15/2024	18	\$ 18.00
<b>Total</b>		<b>\$ 36.00</b>

<b>Total, all Items</b>	
Postage	\$ 2.04
Photocopies	\$ 270.00
Color Photocopies	\$ -
Binding sets	\$ 36.00
<b>TOTAL</b>	<b>\$ 308.04</b>



**M A** MUNICIPAL ACCOUNTS  
**& C** & CONSULTING, L.P.

**Hardy Near Northside RA**  
**1281 Brittmoore Rd**  
**Houston, TX 77043**

**Invoice No: 108884**

**Professional Services from October 07, 2024 to November 10, 2024**

---

**Task: Preparation of Financial Report**

DESCRIPTION: Preparation of bookkeeping report; Reconciliation of applicable accounts; Processing of accounts payable, accounts receivable, mail and other administrative services; Coordination of any necessary wire transfers for internal accounts; Communication with consultants; Meeting attendance and payroll, as necessary.

Professional Personnel	Hours	Amount
Consultant	11.38	\$2,275.00
Sr. Consultant	0.25	56.25
Manager	6.50	1,625.00
<b>Total Preparation of Financial Report</b>		<b>\$3,956.25</b>

---

**Task: Preparation of Budget/Audit**

DESCRIPTION: Preparation of budget; Preparation of audit schedules; Compliance with statutory requirements and communication with auditor.

Professional Personnel	Hours	Amount
Consultant	0.75	\$150.00
Sr. Consultant	0.58	131.24
<b>Total Preparation of Budget/Audit</b>		<b>\$281.24</b>

---

**Total Professional Services** **\$4,237.49**

Expenses and Other Items	Amount
Electronic Data Storage	\$27.50
<b>Total Expenses and Other Items</b>	<b>\$27.50</b>

---

**Total Professional Services** **\$4,237.49**

**Total Expenses and Other Items** **27.50**

**Total Amount Due** **\$4,264.99**

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**BILLING STATEMENT**  
 Questions? Please contact  
 Carol Platt at [cplatt@tmlirp.org](mailto:cplatt@tmlirp.org)  
 or extension 2415

**Texas Municipal League  
 Intergovernmental Risk Pool**  
[www.tmlirp.org](http://www.tmlirp.org) • 512-491-2300  
 Billing Payment Address:  
 P.O. Box 388  
 San Antonio, Texas 78292-0388

Hardy/Near Northside RDA/TIRZ #21  
 Attn: Linda Clayton  
 P.O. Box 22167  
 Houston, Texas 77227-2167

Statement Date      12/01/2024  
 Due Date             **DUE UPON RECEIPT**  
 Contract Number     6754

**New Charges Detail**

12/01/2024	Errors & Omissions Liability	\$1,059.00
12/01/2024	Automobile Liability	\$568.00
12/01/2024	General Liability	\$650.00
<b>Subtotal - Contribution Installment</b>		<u>\$2,277.00</u>
 <b>Subtotal - Contribution Changes</b>		 <u>\$0.00</u>
12/01/2024	Pre-Payment Discount - Automobile Liability	(\$11.36)
12/01/2024	Pre-Payment Discount - General Liability	(\$13.00)
12/01/2024	Pre-Payment Discount - Errors and Omissions Liability	(\$21.18)
<b>Subtotal - Other Charges / (Credits)</b>		<u>(\$45.54)</u>
<b>Grand Total - New Charges / (Credits)</b>		<u><u>\$2,231.46</u></u>

**Account Recap**

<b>Balance from Previous Statement:</b>	\$0.00
<b>Total Payments Received:</b>	\$0.00
<b>Total New Charges / (Credits):</b>	\$2,231.46
<b>Balance:</b>	\$2,231.46

**RETURN THIS PORTION WITH YOUR PAYMENT**

067540000022314600000000000000000000000000000000000000223146

Submit address/contact changes to:  
[cplatt@tmlirp.org](mailto:cplatt@tmlirp.org)

Hardy/Near Northside RDA/TIRZ #21  
 Linda Clayton  
 P.O. Box 22167  
 Houston, Texas 77227-2167

Please send your payment to:

TML Intergovernmental Risk Pool  
 PO Box 388  
 San Antonio, TX 78292-0388





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**AGENDA MEMORANDUM**

**TO:** Hardy Near Northside Redevelopment Authority Board of Directors

**FROM:** Zone Administrator

**SUBJECT:** Agenda Item Materials

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5. Interlocal Agreement With Greater Northside Management District regarding Quitman Street Reconstruction project.

**INTERLOCAL AGREEMENT  
FOR THE QUITMAN STREET RECONSTRUCTION PROJECT**

**THE STATE OF TEXAS**     §  
                                          §  
**COUNTY OF HARRIS**     §

**ARTICLE 1  
PARTIES**

**THIS INTERLOCAL AGREEMENT FOR THE QUITMAN STREET RECONSTRUCTION PROJECT** (this “Agreement”) is made and entered into as of the Effective Date (defined below), pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between **HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**, a nonprofit local government corporation organized and existing under the laws of the State of Texas (the “Authority”), acting by and through its governing body (the “Authority Board”) to administer Reinvestment Zone Number Twenty-One, City of Houston, Texas (the “Zone”), and the **GREATER NORTHSIDE MANAGEMENT DISTRICT**, a municipal management district operating under Chapter 375, Texas Local Government Code and Chapter 3812, Texas Special District Local Laws Code (the “District”).

**1.1. Addresses**

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

**Authority**

Hardy/Near Northside Redevelopment Authority  
c/o Bracewell LLP  
711 Louisiana Street, Ste. 2300  
Houston, Texas 77002  
Attn: Clark S. Lord

**District**

Greater Northside Management District  
615 North Loop East, Ste. 104  
Houston, Texas 77022  
Attn: Rebecca C. Reyna

**EXHIBITS**

- A     Project Map
- B     Scope of Work
- C     Project Budget

## **1.2. Parts Incorporated**

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

IN WITNESS HEREOF, the Authority and the District have made and executed this Agreement in multiple copies, each of which is an original, and all of which shall together constitute but one and the same instrument. The Authority and the District hereby agree that each party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to a scanned signature page, will be as good, binding, and effective as an original signature.

**THE AUTHORITY:  
HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair, Board of Directors  
Date: \_\_\_\_\_

ATTEST/SEAL:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary, Board of Directors  
Date: \_\_\_\_\_

**THE DISTRICT:  
GREATER NORTHSIDE MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair, Board of Directors  
Date: \_\_\_\_\_

ATTEST/SEAL:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary, Board of Directors  
Date: \_\_\_\_\_

**APPROVED:**

**CHIEF ECONOMIC DEVELOPMENT OFFICER  
OF THE CITY OF HOUSTON, TEXAS**

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

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

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

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

**ARTICLE 2**  
**QUITMAN STREET RECONSTRUCTION PROJECT**

**2.1. Project**

The “Project” shall include the reconstruction of Quitman Road right-of-way and sidewalk between Houston Avenue and Elysian Street and the installation of certain public amenities, including trees, in conjunction therewith, within an area that is within and adjacent to the boundaries of the Zone, as more particularly described and depicted on the site map attached hereto as **Exhibit A**. This Agreement relates to the funding, installation and maintenance of the trees within the Project area (the “Tree Installation”) in conformity with the scope of work attached as **Exhibit B**.

**ARTICLE 3**  
**DUTIES OF THE DISTRICT**

**3.1. Design and Construction of the Project**

A. The District will prepare or cause to be prepared the plans and specifications for the Project and submit the same to the City of Houston (the “City”)’s Director of Houston Public Works, or his or her designee (“Director”), for review and approval. On approval of the plans and specifications by the Director, the same shall constitute the Final Plans and Specifications.

B. Upon the Director’s approval of the Final Plans and Specifications, the District shall construct the Project, including the installation of the trees therefor, in accordance with the Final Plans and Specifications in all material respects.

C. The cost to complete the Project is estimated at \$7,590,455, as more particularly described in **Exhibit C**, a portion of which will be funded by the Zone Contribution (as defined in Section 4.1). The District shall fund and pay for all costs to design and construct the Project exceeding the Zone Contribution.

**3.2. Funding and Maintenance of Certain Improvements**

Upon Project Completion, subject to the annual availability and appropriation of funds therefor, and to such expenses being included in the service and improvement and assessment plan of the District, the District shall be responsible for all costs of maintaining the installed trees, and any other non-City-standard elements of the Project (“District-Maintained Improvements”), in good condition and repair to ensure, to the extent reasonably possible, a safe and attractive environment. Provided, however, in the event that any of the District-Maintained Improvements is damaged or destroyed by fire, flood, windstorm or other Casualty (as defined herein), the District shall have no obligation to repair or restore such District-Maintained Improvements. For purposes of this provision, “Casualty” means circumstances beyond the reasonable control of a party and resulting in property damage, including but not limited to acts of God, fire, storm, flood, severe natural disturbance, adverse weather conditions (such as, by way of illustration and not limitation, severe rain, wind, below-freezing temperatures, or tornadoes).

**3.3. Use of Authority Contribution**

A. The District shall use the Zone Contribution solely for the payment of the costs of the Tree Installation and, if applicable, the costs of maintaining the installed trees, as further described in subsection B. of this Section, and for no other purpose.

B. The District will maintain an accounting report (“Accounting Report”) that itemizes the actual costs of the Tree Installation funded by the Zone Contribution and, if the amount of the Zone Contribution exceeds the actual costs of the Tree Installation, specifying the remaining balance of the Zone Contribution (the “Remaining Zone Contribution Amount”) after completion of the Project, which shall be evidenced by (i) acceptance for maintenance and operation of the City-standard elements of the Project by the City and (ii) acceptance for maintenance and operation of the non-City-standard elements of the Project by the District (“Project Completion”). Within ninety (90) days of Project Completion, the District shall provide a copy of the Accounting Report to the Authority. The District may use the Remaining Zone Contribution Amount solely for the purpose of maintaining the installed trees in accordance with Section 3.2 and for no other purpose. On or before December 31 of each calendar year following Project Completion during which funds remain in the Remaining Zone Contribution Amount, the District shall submit to the Authority a supplemental accounting report (each, a “Supplemental Accounting Report”) that itemizes the actual costs of maintaining the installed trees incurred by the District and funded by the Remaining Zone Contribution Amount that year, and specifying the remaining balance of the Remaining Zone Contribution Amount available for maintenance of the installed trees.

C. If the District expends any portion of the Zone Contribution (including, if applicable, any portion of the Remaining Zone Contribution Amount) for purposes inconsistent with the terms of this Agreement, the District shall be in default of this Agreement and the Authority shall provide notice of the default to the District in accordance with the provisions of Section 5.1 of this Agreement.

D. If the Tree Installation does not occur within one year of the Effective Date (as defined in Section 5.1), the District shall return the Zone Contribution to the Authority.

#### **ARTICLE 4 DUTIES OF THE AUTHORITY**

##### **4.1. Authority Contribution**

The Authority shall contribute a total of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00) (the “Zone Contribution”) for the Tree Installation. The Authority shall transfer the Zone Contribution to the District no later than thirty (30) days following the Effective Date.

##### **4.2. Approval of Tree Installation**

The Authority shall have the right to review and approve the design and installation of the trees at all phases of design and construction of the Project on behalf of the Zone.

#### **ARTICLE 5 MISCELLANEOUS PROVISIONS**

##### **5.1. Agreement Term; Termination**

A. This Agreement becomes effective when fully executed by the parties and countersigned by the Chief Economic Development Officer of the City (the “Effective Date”), and unless sooner terminated pursuant to this Section, will automatically renew annually for successive terms of one (1) year each. If the District or Authority chooses not to renew this Agreement, that party shall notify the other party in writing at least 30 days before expiration of the then-current term.

B. At any time (i) prior to the District’s entering into a binding construction contract for the Project or (ii) after Project Completion, either party may terminate this Agreement, without cause, upon

thirty (30) days written notice to the other party. TERMINATION OF THIS AGREEMENT IS THE PARTIES' ONLY REMEDY FOR TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE PARTIES WAIVE ANY CLAIMS THEY MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION FOR CONVENIENCE.

C. Either party may terminate its performance under this Agreement if the other party defaults and fails to cure within 60 days the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 days after receipt of such notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, the injured party may terminate its performance under this Agreement on the termination date. In the event of a termination of this Agreement by the Authority that arises from a default of the District described in Section 3.3 hereof, if the District fails to cure the default within the cure period set forth herein, the District shall return to the Authority the applicable portion of the Zone Contribution within five (5) business days of the expiration of the cure period.

## **5.2. Notices**

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

## **5.3. Assignment**

No party shall make, in whole or in part, or in law or otherwise, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other parties hereto.

## **5.4. Governing Law**

This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas. Should any provision of this Agreement require judicial interpretation, the District and the Authority hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be construed against the party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of choice before the execution of this Agreement.

## **5.5. Third Party Beneficiary**

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the District and the Authority only.

## **5.6. Severability**

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



contained, provided that such invalidity does not materially prejudice the District or the Authority in their respective rights and obligations contained in the valid terms, covenants, and conditions hereof.

**5.7. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

**5.8. Captions**

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

**5.9. Written Amendment**

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party hereto.

**5.10. Non-Waiver**

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

**5.11. Successors**

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the District or the Authority.

**5.12. No Waiver of Immunity**

This Agreement relates to performance of a governmental function, and the purpose of this Agreement is for the benefit of the general public. Neither party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents because of its execution of this Agreement and performance of the covenants or obligations contained herein.

**EXHIBIT A**  
**PROJECT MAP**



## **EXHIBIT B**

### **SCOPE OF WORK**

The Quitman St. Partnership Project includes pedestrian and bike improvements from Houston Ave to Elysian St. anticipated date of completion in late 2024/early 2025. The streetscape improvements along Quitman Street will enhance the sense of place and preserve the cultural fabric by augmenting the overall quality of the area. Over the past few years and multiple studies, Quitman was identified as the “heart” of the Northside and encouraged pedestrian and streetscape infrastructure improvement due to its Pedestrian Level of Service average letter grade of D throughout the corridor. GNMD received the 2015 Houston Galveston Area Council TIP Call for Project Funding for the Quitman Pedestrian Enhancements Project to install pedestrian-oriented lighting, ADA ramps and crosswalks where needed from South Street to Gano Street. After discussing the project with local partners, we discovered there were multiple parallel projects in planning/design along the Quitman corridor from METRO (Bike Lanes and Floating Bus Stops) and the City of Houston (Milling Overlay and Bike Lanes). Harris County Precinct 2 with Commissioner Garcia also showed interest in the project with additional funding for Pedestrian, Bikeway improvements and hardscape amenities. This led to the interlocal governmental partnership that enhances Quitman Street to a higher level of safety and comfort for all users from Houston Avenue to Elysian Street. The Quitman St. Partnership Project includes pedestrian and bike improvements from Houston Ave to Elysian St. It is a partnership among GNMD, Harris County Precinct 2, METRO and the City of Houston. Public transit is essential to provide access to businesses, jobs and services. The project partnership and design will serve as a catalyst project that will improve connectivity within the area to businesses and neighborhoods as well as major commercial thoroughfares in the District. We support the economic development impact this project could have on the Greater Northside area, especially the possibility of providing increased connectivity, mobility, safety for all modes of transportation (Traffic, Pedestrian, and Bike Riders), Transit Oriented Development and METRO ridership.

**EXHIBIT C  
PROJECT BUDGET**

<b>Partner</b>	<b>Amount</b>	<b>Percentage</b>
City	\$944,000	12%
County	\$4,102,455	54%
District	\$2,114,000	28%
METRO	\$430,000	6%
<b>Total</b>	<b>\$7,590,455</b>	<b>100%</b>



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AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

SUBJECT: Agenda Item Materials

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6. SWA update.
  - a. Zone Urban Design Guidelines
  - b. Zone-Wide Tree Plantings

**SWA Houston**

The Jones on Main  
712 Main Street  
6<sup>th</sup> Floor  
Houston, Texas  
77002  
+1.713.868.1676  
www.swagroup.com

**PROJECT STATUS REPORT BY SWA**

**SCOPE:** NEAR NORTHSIDE REDEVELOPMENT AUTHORITY –  
URBAN DESIGN + LANDSCAPE ARCHITECTURE SERVICES

**PROJECTS:** TIRZ #21 CIP

**DATE:** January 22, 2025

**CURRENT PROJECTS STATUS**

1. ZONE URBAN DESIGN GUIDELINES – PHASE 2 (WO#2)
  - Work is on hold pending resumption of Committee Meetings
  - Current Tasks Status:
    - Task 1: Streetscape Character: Cut Sheets – 90% Complete
    - Task 2: Board Workshop – Urban Design Character and Cut Sheets Review – 0% Complete
    - Task 3: Final Plans & Guidelines: Cut Sheets – 33% Complete
2. MISCELLANEOUS DRAWINGS & VISUALIZATION (WO#3)
  - No Current Open Authorized Tasks
3. ZONE-WIDE TREE PLANTING:
  - PHASE 1 – IRVINGTON AND CAVALCADE (WO#3, Auth #5):
    - Plans 100% complete (submitted January 2023): Coordination with Trees for Houston and TIRZ for scheduling implementation.
  - PHASE 2 - BROOKS ST AT ELYSIAN ST (WO#4):
    - Plans 100% complete (submitted January 2024): Implementation on hold pending outcome of connectivity study at project location.

END OF REPORT



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AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

SUBJECT: Agenda Item Materials

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7. Gauge Engineering update.
  - a. Pinkney Trail
  - b. Corridor Study – Hogan Street

# PROGRESS REPORT

JANUARY 2025

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY/TIRZ 21

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## **TASK ORDER #4: PINCKNEY TRAIL**

### **Activities This Period:**

- Gauge met with contractor to review survey staking.
- Construction began January 14, 2025
- Gauge reviewed product submittals.

## **CORRIDOR STUDY - HOGAN STREET - FROM IH-45 TO IH-69**

### **Activities This Period:**

- Received all traffic counts and started the traffic analysis.
- Began drainage analysis and drainage area delineation.
- Developed draft exhibits for the first public meetings.
  - Boards focused on project location, existing conditions, crash analysis, and local flooding.
  - Stakeholder Meeting (Leonel Castillo Community Center) - Feb 18<sup>th</sup>
  - Community engagement meeting (Sherman Elementary) – March 25<sup>th</sup>





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AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

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8. Administrator's Report.
9. Next meeting – Wednesday, February 26, 2025, at 9:00 a.m.

TIRZ#21 Hardy Near Northside Redevelopment Authority  
2025 Board Meeting Dates

Fourth (4th) Wednesday of Month at 9:00 a.m. (as needed):

- January 22, 2025
- February 26, 2025
- March 26, 2025
- April 23, 2025
- May 28, 2025
- June 25, 2025 (Budget approval to meet City's submittal deadline)
- July – No meeting
- August 27, 2025
- September 24, 2025 (Audit approval to meet City's submittal deadline)
- October 22, 2025
  
- December 10, 2025 (Due to Holidays. . . combined November/December meeting)