AGENDAS AND AGENDA MATERIALS MEETINGS OF THE BOARDS OF DIRECTORS

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY CITY OF HOUSTON, TEXAS



REINVESTMENT ZONE NUMBER TWENTY-ONE CITY OF HOUSTON, TEXAS

FEBRUARY 26, 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, February 26, 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 & January invoices.
- 5. Resolution Appointing Investment Officers.
- 6. Interlocal Agreement With Greater Northside Management District regarding Quitman Street Reconstruction project.
- 7. Funding Agreement with Avenue CDC.
- 8. SWA update.
 - a. Zone Urban Design Guidelines
 - b. Zone-Wide tree plantings.
 - c. SWA Task order for on call professional landscape architectural services.
- 9. Gauge Engineering update.
 - a. Pinkney Trail
 - b. Corridor Study Hogan Street
 - c. Gauge Task order for on call professional engineering services.
- 10. Administrator's Report.
- 11. Next meeting Wednesday, March 26, 2025, at 9:00 a.m.
- 12. Adjourn.

Jaina Magn

Hawes Hill & Associates LLP - Administrator



AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

- SUBJECT: Agenda Item Materials
 - 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, Treasurer
Position 2:	Jorge B. Bustamante, Vice-Chair	Position 6:	Monte Large
Position 3:	Ed Reyes, <i>Chairman</i>	Position 7:	Elia Quiles, Asst. Secretary
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.

List of Exhibits:

Secretary

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



AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

- SUBJECT: Agenda Item Materials
 - 4. Bookkeeper's Report; approve payment of invoices; ratify payment of December & January invoices.



MUNICIPAL ACCOUNTS & CONSULTING, L.P.

Hardy Near Northside Redevelopment Authority

Bookkeeper's Report

February 26, 2025

Hardy Near Northside Redevelopment Authority

Account Balances

Financial Instituti (Acct Number)		Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Money Market Funds					
TEXAS CAPITAL BANK (XXXX17	94) 12/01/2022		3.09%	917,012.17	
TEXPOOL (XXXX0001)	12/01/2022		4.34%	289,554.37	
Checking Account(s)					
TEXAS CAPITAL BANK (XXXX430	02)		0.00%	1,407.07	Texas Capital Operating
		Totals for Ope	erating Fund:	\$1,207,973.61	
Gra	nd total for Hardy Near Northsic	de Redevelopme	ent Authority:	\$1,207,973.61	

Hardy Near Northside TIRZ # 21

Cash Flow Report - Texas Capital Operating Account

As of February 26, 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	
	Funds Transfer		10,500.00	
Total Rece	ipts			40,000.00
Disbursem	ients			
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)	
ACH	Bracewell LLP	Legal Fees	(4,506.50)	
ACH	Hawes Hill & Associates LLP	Professional Consulting and Management Services	(4,523.12)	
ACH	Municipal Accounts & Consulting, LP	Bookkeeping Fees	(1,443.56)	
Bank Chg	Texas Capital	Monthly Service Charge	(358.49)	
Bank Chg	Texas Capital	Monthly Service Charge	(351.95)	
Total Disb	ursements			(39,977.05)

BALANCE AS OF 02/26/2025

\$1,407.07

Hardy Near Northside TIRZ # 21 Balance Sheet As of January 31, 2025

	Jan 31, 25
ASSETS Current Assets Checking/Savings %%\$&``HYI Lg'7Ld]IU`C dYfU]b[%&\$%``HYI Lg'7Ld]IU`A cbYmA f_h %&\$\$``HYI Lg'7Ld]IU`A cbYmA f_h	1,380 927,512 289,554
Total Checking/Savings	1,218,447
Total Current Assets	1,218,447
TOTAL ASSETS	1,218,447
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable %&\$\$\$``5Wrdi bhg`DLhbVY	10,473
Total Accounts Payable	10,473
Total Current Liabilities	10,473
Total Liabilities Equity	10,473
% %% 1 bugg[[bYX: i bX:6UubW Net Income Total Equity	1,895,747 (687,773) 1,207,974
TOTAL LIABILITIES & EQUITY	1,218,447

HARDY/NEAR NORTHSIDE TIRZ # 21 Balance Sheet Prev Year Comparison As of January 31, 2025

	Jan 31, 25	Jan 31, 24	\$ Change	% Change
ASSETS Current Assets				
Checking/Savings 11102 · Texas Capital Operating 11201 · Texas Capital Money Mrkt 11202 · Tex Pool AC 7932300001	1,380.25 927,512.17 289,554.37	513.41 247,533.10 275,209.47	866.84 679,979.07 14,344.90	168.8% 274.7% 5.2%
Total Checking/Savings	1,218,446.79	523,255.98	695,190.81	132.9%
Total Current Assets	1,218,446.79	523,255.98	695,190.81	132.9%
TOTAL ASSETS	1,218,446.79	523,255.98	695,190.81	132.9%
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 12000 · Accounts Payable	10,473.18	20,224.89	-9,751.71	-48.2%
Total Accounts Payable	10,473.18	20,224.89	-9,751.71	-48.2%
Total Current Liabilities	10,473.18	20,224.89	-9,751.71	-48.2%
Total Liabilities	10,473.18	20,224.89	-9,751.71	-48.2%
Equity 13101 · Unassigned Fund Balance Net Income	1,895,746.50 -687,772.89	1,238,839.41 -735,808.32	656,907.09 48,035.43	53.0% 6.5%
Total Equity	1,207,973.61	503,031.09	704,942.52	140.1%
TOTAL LIABILITIES & EQUITY	1,218,446.79	523,255.98	695,190.81	132.9%

HARDY/NEAR NORTHSIDE TIRZ # 21 Profit & Loss

July 2024 through January 2025

	Jul '24 - Jan 25
Ordinary Income/Expense	
Income 14802 · Interest Income	28,402.41
Total Income	28,402.41
Cost of Goods Sold Capital Improvement Plan T-2105 Pickney St Hike & Bike	1,723.05
Total Capital Improvement Plan	1,723.05
Total COGS	1,723.05
Gross Profit	26,679.36
Expense Developer Reimbursement 17906 · Hardy Yards/Cypress - Offsite	606,955.00
Total Developer Reimbursement	606,955.00
Program and Project Consultants 16702 · Engineering Consultation 16703 · Legal Consultants	5,152.54 20,745.75
Total Program and Project Consultants	25,898.29
TIRZ Administration Overhead 16704 · Tax Consultants 16705 · Accounting Services	13,651.20 27,595.89
16706 · Administrative Services	18,331.16
16707 · Audit Services 16708 · Bank Charges 16709 · Insurance - Liability 16711 · Office Expense	16,250.00 2,351.25 2,231.46 1,188.00
Total TIRZ Administration Overhead	81,598.96
Total Expense	714,452.25
Net Ordinary Income	-687,772.89
let Income	-687,772.89

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

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income	0.00	450,000,00	450,000,00	0.00/
14706 · Grant Income - Construction	0.00	456,000.00	-456,000.00	0.0%
14802 · Interest Income	28,402.41	7,000.00	21,402.41	405.7%
14803 · Tax increments	0.00	1,467,774.00	-1,467,774.00	0.0%
Total Income	28,402.41	1,930,774.00	-1,902,371.59	1.5%
Cost of Goods Sold				
Capital Improvement Plan				
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%
Total Capital Improvement Plan	8,519.53	1,272,000.00	-1,263,480.47	0.7%
Total COGS	8,519.53	1,272,000.00	-1,263,480.47	0.7%
Gross Profit	19,882.88	658,774.00	-638,891.12	3.0%
Expense				
Developer Reimbursement				
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%
Total Developer Reimbursement	606,955.00	342,821.00	264,134.00	177.0%
Program and Project Consultants				
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	21,995.75	40,000.00	-18,004.25	55.0%
Total Program and Project Consultants	27,373.29	140,000.00	-112,626.71	19.6%
TIRZ Administration Overhead				
16704 · Tax Consultants	13,651.20	15,000.00	-1,348.80	91.0%
16705 · Accounting Services	31,615.58	25,000.00	6,615.58	126.5%
16706 · Administrative Services	18,331.16	55,000.00	-36,668.84	33.3%
16707 · Audit Services	16,250.00	18,000.00	-1,750.00	90.3%
16708 · Bank Charges	2,351.25			
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%
Total TIRZ Administration Overhead	85,618.65	120,500.00	-34,881.35	71.1%
Total Expense	719,946.94	603,321.00	116,625.94	119.3%
Net Ordinary Income	-700,064.06	55,453.00	-755,517.06	-1,262.4%
t Income	-700,064.06	55,453.00	-755,517.06	-1,262.4%

HARDY/NEAR NORTHSIDE TIRZ # 21 Profit & Loss Detail

July 2024 through June 2025

	Туре	Date	Num	Name	Memo	Clr	s	Split	Debit	Credit	Balance
	Income/Expens	e	_		_			-	_	_	
In	come 14802 · Interes	Income									
Gene	eral Journal	07/01/2024	Int		Interest Earne			Tex Po		1,222.92	1,222.92
	eral Journal	07/31/2024	Int		Interest Earne			Texas		1,648.50	2,871.42
	eral Journal eral Journal	07/31/2024 08/31/2024	Int Int		Interest Earne Interest Earne			Texas Texas		1,270.43 4,176.56	4,141.85 8,318.41
Gene	eral Journal	08/31/2024	Int		Interest Earne		11201 ·	Texas		1,271.46	9,589.87
	eral Journal eral Journal	09/30/2024 09/30/2024	Int Int		Interest Earne Interest Earne			Texas Texas		4,035.11 1,204.71	13,624.98 14,829.69
	eral Journal	10/31/2024	Int		Interest Earne			Texas		2,566.01	17,395.70
	eral Journal	10/31/2024	Int		Interest Earne			Texas		1,189.49	18,585.19
	eral Journal eral Journal	11/30/2024 11/30/2024	Int Int		Interest Earne Interest Earne			Texas Texas		2,269.94 1,112.88	20,855.13 21,968.01
	eral Journal	12/31/2024	Int		Interest Earne			Texas		2,230.97	24,198.98
	eral Journal	12/31/2024	Int		Interest Earne			Texas		1,113.19	25,312.17
	eral Journal eral Journal	01/31/2025 01/31/2025	Int Int		Interest Earne Interest Earne			Texas Texas		2,014.18 1,076.06	27,326.35 28,402.41
	Total 14802 · In								0.00		
т		terest income							0.00	28,402.41	28,402.41
	otal Income								0.00	28,402.41	28,402.41
	ost of Goods Sol Capital Improve										
	T-2105 Pick	ney St Hike & B		o = · ·	D :		40000		1 700 05		4 700 05
Bill		07/31/2024	3435	Gauge Engineering	Project 1136 T		12000 ·	Accoun	1,723.05		1,723.05
	Total T-2105	5 Pickney St Hike	e & Bike						1,723.05	0.00	1,723.05
	Total Capital Im	provement Plan							1,723.05	0.00	1,723.05
Тс	otal COGS								1,723.05	0.00	1,723.05
Gross	s Profit								1,723.05	28,402.41	26,679.36
E	kpense										
	Developer Rein	nbursement dy Yards/Cypre	ss - Offsita								
Bill	17500 * 1140	09/30/2024	Devel	CRV Hardy Yards, L	Developer Rei		12000 ·	Accoun	606,955.00		606,955.00
	Total 17906	· Hardy Yards/C	ypress - Offs	site					606,955.00	0.00	606,955.00
	Total Developer	Reimbursement	t						606,955.00	0.00	606,955.00
	Program and P										
		ineering Consu									
Bill	-	09/30/2024	3587	Gauge Engineering	Project 1081 T			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 Co	onsultation						5,152.54	0.00	5,152.54
	16703 · Leg	al Consultants									
Bill Bill		07/31/2024 07/31/2024	21982 21982	Bracewell LLP Bracewell LLP	Legal Fees Legal Fees			Accoun	250.00 53.00		250.00 303.00
Bill		09/30/2024	21986	Bracewell LLP	Legal Fees			Accoun	3,255.50		3,558.50
Bill		09/30/2024	21986	Bracewell LLP	Legal Fees			Accoun	4,250.00		7,808.50
Bill Bill		10/31/2024 11/30/2024	21987 21990	Bracewell LLP Bracewell LLP	Legal Fees Legal Fees			Accoun Accoun	7,180.75 375.00		14,989.25 15,364.25
Bill		12/31/2024	21991	Bracewell LLP	Legal Fees		12000 ·	Accoun	875.00		16,239.25
Bill		01/31/2025	21992	Bracewell LLP	Legal Fees		12000 ·	Accoun	4,506.50		20,745.75
	Total 16703	· Legal Consulta	ants						20,745.75	0.00	20,745.75
	Total Program a	ind Project Cons	ultants						25,898.29	0.00	25,898.29
	TIRZ Administr		d								
Gene	aral Journal	Consultants 07/01/2024	JE		To Reclass pr		11703 ·	Prepai	13,651.20		13,651.20
	Total 16704	· Tax Consultan	ts						13,651.20	0.00	13,651.20
	16705 · Acc	ounting Service	s								
Bill		07/31/2024	106219	Municipal Accounts	Bookkeeping			Accoun	4,949.04		4,949.04
Bill Bill		08/31/2024 09/30/2024	106876 107542	Municipal Accounts Municipal Accounts	Bookkeeping Bookkeeping			Accoun Accoun	4,998.35 3,625.40		9,947.39 13,572.79
Bill		10/31/2024	107542	Municipal Accounts	Bookkeeping			Accoun	4,599.55		18,172.34
Bill		11/30/2024	108884	Municipal Accounts	Bookkeeping			Accoun	4,264.99		22,437.33
Bill Bill		12/31/2024 01/31/2025	109564 110260	Municipal Accounts Municipal Accounts	Bookkeeping Bookkeeping			Accoun Accoun	3,715.00 1,443.56		26,152.33 27,595.89
	Total 16705	· Accounting Se			1 0				27,595.89	0.00	27,595.89
		ninistrative Serv							·		-
Bill	10.00 Addi	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			Accoun	4,808.04		9,308.04
Bill Bill		12/31/2024 01/31/2025	2278 2314	Hawes Hill & Associa Hawes Hill & Associa	Professional C Professional C			Accoun Accoun	4,500.00 4,523.12		13,808.04 18,331.16
	Total 40700								· · · · · · · · · · · · · · · · · · ·		
	TUIAT 16706	· Administrative	Services						18,331.16	0.00	18,331.16

HARDY/NEAR NORTHSIDE TIRZ # 21 Profit & Loss Detail 25

July 2024	through	June	2025
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1	Гуре	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
	16707 · Au	lit Services								
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
	16708 · Bar	k Charges								
General		07/10/2024	Bank	Texas Capital	Monthly Servi		11102 · Texas	351.86		351.86
General		08/12/2024	Bank	Texas Capital	Monthly Servi		11102 · Texas	308.44		660.30
General		09/10/2024	Bank	Texas Capital	Monthly Servi		11102 · Texas	274.80		935.10
General		10/23/2024	Bank	Texas Capital	Monthly Servi		11102 · Texas	351.69		1,286.79
General		11/12/2024	Bank	Texas Capital	Monthly Servi		11102 · Texas	354.02		1,640.81
General		12/10/2024	Bank	Texas Capital	Monthly Servi		11102 · Texas	358.49		1,999.30
General	Journal	01/10/2025	Bank	Texas Capital	Monthly Servi		11102 · Texas	351.95		2,351.25
	Total 16708	· Bank Charges						2,351.25	0.00	2,351.25
	16709 · Insi	urance - Liability								
Bill		11/30/2024	6754 2	Texas Municipal Lea	Insurance Exp		12000 · Accoun	2,231.46		2,231.46
	Total 16709	· Insurance - Lia	bility					2,231.46	0.00	2,231.46
	16711 · Offi	ce Expense								
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
То	otal TIRZ Adm	inistration Overl	nead				_	81,598.96	0.00	81,598.96
Total	Expense							714,452.25	0.00	714,452.25
t Ordinary	Income						_	716,175.30	28,402.41	-687,772.89
come							_	716,175.30	28,402.41	-687,772.89

BRACEWELL

REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority Matter: General Counsel		Invoice: 21992864
Matter No: 0037619.000001		
Total Fees		\$ 4 <i>,</i> 506.50
Total Expenses		\$ 0.00
Total Fees, Expenses and Charges for this Invoice		\$ 4,506.50
Total Current Billing on this Invoice		\$ 4,506.50
Balance Forward		\$ 0.00
Please Remit Total Balance Due on this Invoice	\$ 4,506.50	
PLEASE RETURN THIS REM	ITTANCE PAGE WITH YOUR PAYMENT	
Wire Transfer Information Wire to: Wells Fargo Bank, N.A., 420 Montgomery, San Name on Account: Bracewell LLP	ı Francisco, CA 94104	
Bank Account Number: 5436952757 ABA Number (For Wire Transfers Only):121000248; (F	or ACH's Only):111900659	
For International Wires Also Include Swift Code (for bo	th US and Foreign Funds): WFBIUS6S	
Please include invoice number as a reference when ser	nding the wire: 21992864	
Check Information	Courier Information	
Bracewell LLP	Wells Fargo Lockbox Services	
P.O. Box 207486	P.O. Box 207486	
Dallas, TX 75320-7486	2975 Regent Blvd	
Tax ID 74-1024827	Irving, TX 75063	
Credit Card Information		
https://www.e-billexpress.com/ebpp/Bracewell/		

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



INVOICE

BILL TO	INVOICE	2314
Hardy/Near Northside RATIRZ 21	DATE	02/05/2025
DESCRIPTION		AMOUNT
DESCRIPTION		ANOONT
Professional Consulting and Management Services: January 2024		4,500.00
Hour Messenger, Courier services provided: 11/21/2024		23.12

BALANCE DUE

\$4,523.12

		Payments Cre ACH	SSENGER.COM s also accepted by dit Card and Direct Deposit -497-2218	
	CUSTOMER ACCOUNT NO.	INVOICE NUMBER	INVOICE DATE	
	102750	142246	12/13/24	

HAWES HILL & ASSOCIATES LLP PO BOX 22167 HOUSTON TX 77227

	HOURMESSENGER.COM Payments also accepted by Credit Card and ACH Direct Deposit 281-497-2218		
CUSTOMER ACCOUNT NO.	INVOICE NUMBER	INVOICE DATE	
102750	142246	12/13/24	

HAWES HILL & ASSOCIATES LLP PO BOX 22167

BALANCE DUE UPON RECEIPT. AFTER 12/28/24, PAY \$102.06

DELIVERY DATE	TICKE	TNUMBER	AMOUNT	and the second se	DELIVERY DATE	TIC	KET NUMBER	AMOUNT
11/21/24	406305 <mark>406306</mark> 406385	BOMD-CHECKS HARDYTIRZ21 LAPORTE			11/21/24 11/21/24 12/02/24	406305 406306 406385	BOMD-CHECKS HARDYTIRZ21 LAPORTE	40.17 23.12 33.77
Payable Upon R Past Due After 15 Day		1 Saint Mary's Ln. Suite 280 Juston TX 77079	TOTAL DUE 97.06		Please return this portion w payment to	/ith 🌔	701 Saint Mary's Ln. Suite 280 Houston TX 77079	TOTAL DUE 97.06

48.9



Hardy Near Northside RA 1281 Brittmoore Rd Houston, TX 77043

Invoice No: 110260

Professional Services from December 09, 2024 to January 12, 2025

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	3.00	\$600.00	
Sr. Consultant	0.25	56.25	
Manager	1.25	312.50	
Total Preparation of Financial R	leport		\$968.75

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	0.50	\$100.00	
Total Preparation of Budge	et/Audit		\$100.00
Task: Other Professional Service	S		
DESCRIPTION: Preparation of 1099s and 1096 tax for	orms		
Professional Personnel	Hours	Amount	
Consultant	1.17	\$233.34	
Sr. Consultant	0.50	112.50	
Total Other Professional Se	ervices		\$345.84
Total Professional Services	5		\$1,414.59
Expenses and Other Items		Amount	
Document Storage & Retention Service		\$1.47	
Electronic Data Storage		27.50	
Total Expenses and Other	ltems		\$28.97



Hardy Near Northside RA 1281 Brittmoore Rd Houston, TX 77043	Invoice No: 110260
Total Professional Services	\$1,414.59
Total Expenses and Other Items	28.97
Total Amount Due	\$1,443.56



Agenda Memorandum

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

SUBJECT: Agenda Item Materials

RATIFY PAYMENT OF DECEMBER and JANUARY INVOICES



INVOICE

BILL TO	INVOICE	2203
Hardy/Near Northside RATIRZ 21	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
Total Current Billing on this Invoice		\$ 375.00
Balance Forward		\$ 0.00
Please Remit Total Balance Due on this Invoice		\$ 375.00
PLEASE RETURN THIS REMI	TTANCE PAGE WITH YOUR PAYMENT	
<u>Wire Transfer Information</u> Wire to: Wells Fargo Bank, N.A., 420 Montgomery, San Name on Account: Bracewell LLP Bank Account Number: 5436952757 ABA Number (For Wire Transfers Only):121000248; (Fo For International Wires Also Include Swift Code (for bot Please include invoice number as a reference when sen	or ACH's Only): 111900659 h US and Foreign Funds): WFBIUS6S	
Check Information Bracewell LLP P.O. Box 207486 Dallas, TX 75320-7486 Tax ID 74-1024827 Credit Card Information https://www.e-billexpress.com/ebpp/Bracewell/	Courier Information Wells Fargo Lockbox Services P.O. Box 207486 2975 Regent Blvd Irving, TX 75063	

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

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 Coun	sel
	For Services Through November	30, 2024

<u>Date</u>	Description	<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
Total Fee	S				\$ 375.00

Summary of Fees

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

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	Invoice number	3697
c/o Bracewll, LP and Tifworks	Date	11/15/2024
711 Louisiana Street, Suite 2300		
Houston, TX 77002	Project 1081 TO #	1 - TIRZ 21 On-Call Services

Professional Services Provided Through October 31, 2024

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

Professional Fees

					Hours	Rate	Billed Amount
Principal				-			, and and
Derek A. St. John	ì				3.00	225.00	675.00
Director of Utility S	ervices						
Lydia Mares					3.50	225.00	787.50
GIS Specialist							
Chris Coyle					17.00	120.00	2,040.00
			Profession	nal Fees subtotal	23.50		3,502.50
Reimbursables							
				_		_	Billed
				Date	Units	Rate	Amount
2024 Mileage Rate)						
Lydia Mares				40/00/0004	00.00	0.07	04.44
				10/23/2024	32.00	0.67	21.44
					In	voice total	3,523.94
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				
	Total	3,523.94	3,523.94	0.00	0.00	0.00	0.00

I certify the above to be true and correct

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 Engineer	On-Call Engineering Services					Phase Status: Work Hold
			Billing Cutor	ff: 10/31/2024		
		Date	Units	Rate	Amount	
	WIP Status:	_				
		Subtotal			0.00	
		total			0.00	
Phase Summary						
-	Contract	Billed	%	Remaining	j %	
Labor	8,073.77	7,805.00	97	268.77	7 3	
F		268.77		-268.77	7	
Expense						
Total On-Call Enginee	8,073.77	8,073.77	100			Phase Status: Work Ho
Total		8,073.77	Billing Cuto	if: 10/31/2024		Phase Status: Work Hol
Total		8,073.77		if: 10/31/2024 Rate	Amount	Phase Status: Work Hol
Total		8,073.77	Billing Cuto	i	Amount	Phase Status: Work Hol
Total	ring - 2023	8,073.77	Billing Cuto	i	Amount 0.00	Phase Status: Work Hol
Total	ring - 2023	8,073.77	Billing Cuto	i		Phase Status: Work Hol
Total	ring - 2023	8,073.77 Date Subtotal	Billing Cuto	i	0.00	Phase Status: Work Hol
Total On-Call Engineer	ring - 2023	8,073.77 Date Subtotal	Billing Cuto	i	0.00	Phase Status: Work Hol
Total On-Call Engineer	ring - 2023 WIP Status:	8,073.77 Date Subtotal	Billing Cuto Units	Rate	0.00	Phase Status: Work Hol
Total On-Call Engineer Phase Summary	ring - 2023 WIP Status:	8,073.77 Date Subtotal total Billed	Billing Cutor Units	Rate	0.00 0.00	Phase Status: Work Hol

On-Call Engineering - 2024

	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
FMA Grant Prep				
Project Management	10/23/2024	2.00	225.00	450.00
Present FMA grant opportunity to B	oard Meeting			
	Subtotal	3.00		675.00
Director of Utility Services				
Lydia Mares				
Project Management	10/02/2024	1.00	225.00	225.00
Proposal update				
Meetings	10/23/2024	2.50	225.00	562.50
Monthly BOD Mtg	-			
	Subtotal	3.50		787.50

Phase Status: Active

Invoice Supporting Detail

1081 TO #1 - TIRZ 21 On-Call Services

On-Call Engineering - 2024

Phase Status: Active

	-		Billing Cutof	f. 10/21/2024	
		Date		f: 10/31/2024 Rate	Amount
<u>Labor</u>	WIP Status: Billable	Dute		Rute	Amount
GIS Specialist	WIF Status. Dillable				
Chris Coyle					
Production		10/16/2024	2 50	100.00	200.00
	we what for a FMAA Constant	10/16/2024	2.50	120.00	300.00
	work for FMA Grant		0.00	400.00	0.40.00
Production		10/17/2024	2.00	120.00	240.00
	work for FMA Grant				
Production		10/21/2024	2.00	120.00	240.00
	vork for FMA Grant				
Production		10/22/2024	10.50	120.00	1,260.00
Exhibit v	work for FMA Grant	-			
		Subtotal	17.00		2,040.00
		Labor total	23.50		3,502.50
<u>Expense</u>	WIP Status: Billable				
Lydia Mares					
Expense Report					
2024 Mileage Ra	te	10/23/2024	32.00	0.67	21.44
-		– Subtotal	32.00		21.44
		Expense total	32.00		21.44
Phase Summary					
	Contract	Billed	%	Remaini	
Labor	10,000.00	5,302.50	53	4,697.	
Expense		75.04		-75.	.04
Total	10,000.00	5,377.54	54	4,622.	.46 46
Labor Adjustme	nt				
•			Billing Cutof	f: 10/31/2024	
		Date	Units	Rate	Amount
	WIP Status:	L [
	etatab.	– Subtotal			0.00
		total			0.00

Phase Summary					
	Contract	Billed	%	Remaining	%
Labor		-1.18			
Total		-1.18			

Invoice Supporting Detail

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



INVOICE

BILL TO	INVOICE	2235
Hardy/Near Northside RA TIRZ 21	DATE	11/13/2024
REARIETION		
DESCRIPTION		AMOUNT
Drefessional Consulting and Management Services: Nevember 2024		4 500 00
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	Amo	unt
10/25/2024	\$	2.04
	\$	2.04

Photocopies @ \$0.20

Date	Pages	Ar	nount
10/18/2024	1170	\$	234.00
10/21/2024	180	\$	36.00
11/15/2024	594	\$	118.80
11/18/2024	36	\$	7.20
Total		\$	270.00

Color Photocopies @ \$0.55

	\$ -
Total	\$ -

Binding sets @ \$1.00

Date	Sets	Amount			
10/18/20	024	18	\$	18.00	
11/15/20	024	18	\$	18.00	
Total		-	\$	36.00	

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



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	
Total Preparation of Financial Repor	t		\$3,956.25

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	
Total Preparation of Budget/Audit			\$281.24
Total Professional Services			\$4,237.49
Expenses and Other Items		Amount	
Electronic Data Storage		\$27.50	
Total Expenses and Other Items			\$27.50
Total Professional Services			\$4,237.49
Total Expenses and Other Items		-	27.50
Total Amount Due			\$4,264.99

BILLING STATEMENT

Questions? Please contact Carol Platt at cplatt@tmlirp.org or extension 2415

Hardy/Near Northside RDA/TIRZ #21 Attn: Linda Clayton P.O. Box 22167 Houston, Texas 77227-2167 Texas Municipal League Intergovernmental Risk Pool www.tmlirp.org • 512-491-2300 Billing Payment Address: P.O. Box 388 San Antonio, Texas 78292-0388

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

New Charges Detail		Account Recap		
12/01/2024 12/01/2024 12/01/2024	Errors & Omissions Liability Automobile Liability General Liability	\$1,059.00 \$568.00 \$650.00	Balance from Previous Statement:	\$0.00
	ontribution Installment	\$2,277.00		
Subtotai - Co	ontribution Changes	\$0.00	Total Payments Received:	\$0.00
12/01/2024 12/01/2024 12/01/2024	Pre-Payment Discount - Automobile Liability Pre-Payment Discount - General Liability Pre-Payment Discount - Errors and Omissions Liability	(\$11.36) (\$13.00) (\$21.18)	Total New Charges /	\$2,231.46
Subtotal - Of	ther Charges / (Credits)	(\$45.54)	(Credits):	
Grand Total	- New Charges / (Credits)	\$2,231.46		
			Balance:	\$2,231.46

RETURN THIS PORTION WITH YOUR PAYMENT

0675400000223146000000000000000000000000000000223146

Submit address/contact changes to: cplatt@tmlirp.org

Hardy/Near Northside RDA/TIRZ #21 Linda Clayton P.O. Box 22167 Houston, Texas77227-2167 Please send your payment to:

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

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
		4 or
Total Current Billing on this Invoice		\$ 875.00
Balance Forward		\$ 0.00
Please Remit Total Balance Due on this Invoice		\$ 875.00
PLEASE RETURN THIS REMI	TTANCE PAGE WITH YOUR PAYMENT	
<u>Wire Transfer Information</u> Wire to: Wells Fargo Bank, N.A., 420 Montgomery, San Name on Account: Bracewell LLP Bank Account Number: 5436952757 ABA Number (For Wire Transfers Only): 121000248; (F For International Wires Also Include Swift Code (for bot Please include invoice number as a reference when sen	or ACH's Only):111900659 th US and Foreign Funds): WFBIUS6S	
Check Information Bracewell LLP P.O. Box 207486 Dallas, TX 75320-7486 Tax ID 74-1024827 Credit Card Information https://www.e-billexpress.com/ebpp/Bracewell/	Courier Information Wells Fargo Lockbox Services P.O. Box 207486 2975 Regent Blvd Irving, TX 75063	

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



INVOICE

BILL TO Hardy/Near Northside RATIRZ 21	INVOICE DATE	2278 01/13/2025
DESCRIPTION		AMOUNT
Professional Consulting and Management Services: December 20.	4,500.00	
For electronic payments remit to: Bank Name: Central Bank Houston	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



Hardy Near Northside RA 1281 Brittmoore Rd Houston, TX 77043

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.

Professional Personnel	Hours	Amount	
Administrative Specialist	0.17	\$20.84	
Consultant	14.58	2,916.66	
Manager	3.00	750.00	
Total Preparation of Financial Report	t		\$3,687.50
Total Professional Services			\$3,687.50
Expenses and Other Items		Amount	
Electronic Data Storage		\$27.50	
Total Expenses and Other Items			\$27.50
Total Professional Services			\$3,687.50
Total Expenses and Other Items			27.50
Total Amount Due			\$3,715.00

Invoice No: 109564



AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

- SUBJECT: Agenda Item Materials
 - 5. Resolution Appointing Investment Officers.

RESOLUTION APPOINTING INVESTMENT OFFICERS

WHEREAS, Hardy/Near Northside Redevelopment Authority, Harris County, Texas (the "Authority") has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations; and

WHEREAS, by Resolution dated November 11, 2019, the Board of Directors of the Authority (the "Board") appointed Melissa Morton as Investment Officer; and

WHEREAS, the Board of Directors of the Authority has convened on this date at a meeting open to the public and wishes to replace and appoint Investment Officers to oversee the Authority's investments pursuant to the Authority's Investment Policy, the Public Funds Investment Act, and the Authority's By-Laws, all as amended from time to time; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY THAT:

The Authority hereby appoints Ghia Lewis and Mark Burton as Investment Officers of the Authority. This appointment shall supersede and replace all prior appointments to the position of Investment Officer.

PASSED AND APPROVED this 26th day of February, 2025.

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS § \$ COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of the Hardy/Near Northside Redevelopment Authority, hereby certify as follows:

1. The Board of Directors of the Authority convened in regular session on the 26th day of February, 2025, inside the boundaries of the Zone, open to the public, and the roll was called of the duly constituted officers and members of the Board to-wit:

Ed Reyes	Chairman
Jorge B. Bustamante	Vice-Chair
Sylvia Cavazos	Secretary
Elia Quiles	Asst. Secretary
Daniel Ortiz	Treasurer
Fernando Zamarripa	Director
Monte Large	Director

and all of said persons were present, except Director(s) ______, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION APPOINTING INVESTMENT OFFICERS

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 26th day of February, 2025.

Secretary, Board of Directors



AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

SUBJECT: Agenda Item Materials

6. 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. 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

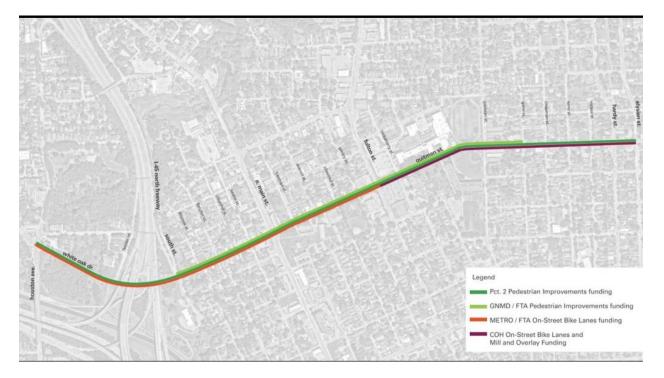


EXHIBIT B

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

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



AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

- SUBJECT: Agenda Item Materials
 - 7. Funding Agreement with Avenue CDC.



Agenda Memorandum

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

SUBJECT: Agenda Item Materials

8. SWA update.

- a. Zone Urban Design Guidelines
- b. Zone-Wide tree plantings.
- c. SWA Task order for on call professional landscape architectural services.

PROJECT STATUS REPORT BY SWA

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

SWA Houston

SCOPE:NEAR NORTHSIDE REDEVELOPMENT AUTHORITY –
URBAN DESIGN + LANDSCAPE ARCHITECTURE SERVICESPROJECTS:TIRZ #21 CIPDATE:February 26, 2025

CURRENT PROJECTS STATUS

- 1. ZONE URBAN DESIGN GUIDELINES PHASE 2 (W0#2)
 - Work to resume at direction of CIP Committee
 - 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 (W0#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.
 - Trees for Houston scheduled to begin planting late February.
 - 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

SWA Houston

TASK ORDER

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

February 14, 2025

Ed Reyes, Chairman Near Northside Redevelopment Authority / TIRZ #21 c/o Bracewell, LLP 711 Louisiana Street, Suite 2300 Houston, Texas 77002

Re: Proposal to Provide On-Call Landscape Architecture and Urban Design Consulting Services to Near Northside Redevelopment Authority TIRZ #21

Dear Mr. Reyes,

SWA Group is pleased to submit this proposal for On-Call Landscape Architecture and Urban Design consulting services. This Task Order will provide for ongoing support services for the Near Northside Redevelopment Authority ("the Authority"). SWA anticipates the scope to include various tasks at the direction of the Administrator, Committee(s), and/or Board; preparation and delivery of minor presentations as needed with various community members, elected officials, stakeholders, and/or others; and attendance at various meetings including, but not limited to, Committee meetings, Board meetings, and others, as appropriate and approved by the Authority, and other miscellaneous tasks.

Time will be billed on an **Hourly basis, Not-To-Exceed** <u>\$10,000.00</u>, at the rates shown on the attached rate sheet, Exhibit A. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Michael Robinson, PLA, ASLA Principal, SWA Group C. 919.271.7067 D. 832.325.6844 MRobinson@SWAGroup.com

Attachments: Exhibit A - Hourly Rate Schedule

Accepted for Near Northside Redevelopment Authority / TIRZ #21:

Near Northside Redevelopment Authority

Date



SWA Houston

The Jones on Main 712 Main Street, 6th Floor Houston, Texas 77002 +1.713.868.1676 www.swagroup.com **EXHIBIT A**

SWA HOURLY RATE SHEET

POSITION:HOURLY RATES RANGE:Staff Designer\$75 - \$185Associate\$118 - \$195Associate Principal\$152 - \$230Principal\$220 - \$352

swa



Agenda Memorandum

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

SUBJECT: Agenda Item Materials

- 9. Gauge Engineering update.
 - a. Pinkney Trail
 - b. Corridor Study Hogan Street
 - c. Gauge Task order for on call professional engineering services.



TASK ORDER #4: PINCKNEY TRAIL

Activities This Period:

- Met with contractor and CenterPoint Energy to review conflicts with several power poles on February 13, 2025.
- Revised trail design to avoid conflict with first power pole.
- Revised drainage design to avoid conflict with second power pole.
- Met with KUO to redesign retaining wall and avoid conflict with third power pole.
- Reviewed product submittals.

TASK ORDER

Gauge

February 7th, 2025

Ed Reyes, Chairman Hardy/Near Northside Redevelopment Authority/TIRZ 21 c/o Bracewell, LLP 711 Louisiana Street, Suite 2300 Houston, Texas 77002

Re: Proposal to Provide On-Call Engineering Consulting Services to Hardy/Near Northside Redevelopment Authority TIRZ 21

Dear Ms. Reyes,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for on-call engineering consulting services. Gauge will provide support services as requested and authorized by the Board of Directors or as directed by the Administrator. Gauge anticipates the scope of services to include various tasks to assist in implementing the capital improvement program such as attending meetings, public information development, planning level tasks, cost estimates and other miscellaneous tasks.

Time will be billed on an hourly basis, not to exceed **<u>\$10,000</u>**, at the rates shown on the attached rate sheet, Exhibit A. Please feel free to contact me at (713) 254-5946 if you have any questions or need additional information.

Sincerely,

Muhammad Ali, P.E. Principal

Accepted for Hardy/Near Northside Redevelopment Authority/TIRZ 21

Signature

Date

Attachments: Exhibit A –Hourly Rate Schedule

Print



Exhibit A

	Classification	Rate per Hr.
1	Principal	\$275
2	Sr. Project Manager	\$225
3	Project Manager	\$175
4	Construction Manager	\$170
5	Senior Project Engineer	\$165
6	Project Engineer	\$150
7	GIS Specialist	\$130
8	Graduate Engineer	\$120
9	Senior Designer	\$115
10	Inspector	\$110
11	Project Administrator	\$110
12	CADD Tech	\$90
13	Administrative Assistant	\$85
14	Clerical	\$65



AGENDA MEMORANDUM

TO: Hardy Near Northside Redevelopment Authority Board of Directors

FROM: Zone Administrator

- SUBJECT: Agenda Item Materials
 - 10. Administrator's Report.
 - 11. Next meeting Wednesday, March 26, 2025, at 9:00 a.m.