

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**DECEMBER 7, 2022**

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**REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF  
HOUSTON, TEXAS**

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY**  
**AND**  
**REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON, TEXAS**

**NOTICE OF JOINT MEETING**

**TO: THE BOARD OF DIRECTORS OF THE OLD SIXTH WARD REDEVELOPMENT AUTHORITY  
AND REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON, TEXAS, AND TO  
ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Old Sixth Ward Redevelopment Authority (the "Authority") will hold a joint meeting with the Board of Directors of the Reinvestment Zone Number Thirteen, City of Houston, Texas (the "Zone") on **Wednesday, December 7, 2022 at 5:30 P.M.** at the office of Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston TX 77002, and Webex, or dial US Toll free 1.855.282.6330, when prompted enter **Access Code 2596 170 1416**, or **click on the following link <https://bracewell.webex.com/bracewell/j.php?MTID=m06b650f88463f987c5a770ffb9685dab>** to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the matters listed on the agenda below.

A quorum of the Board of Directors will be physically present at the meeting location. This meeting will be conducted in person and by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code. The meeting location will be open to the public during open portions of the meeting.

The public will be permitted to offer comments as provided on the agenda and as permitted by the presiding officer during the meeting. During a public comment period, any person may address the Board of Directors in person or via Webex, or dial US Toll free 1.855.282.6330, when prompted enter **Access Code 2596 170 1416**, or **click on the following link <https://bracewell.webex.com/bracewell/j.php?MTID=m06b650f88463f987c5a770ffb9685dab>**. For an electronic copy of agenda documents, please refer to the following link: <https://bracewell.sharefile.com/d-s0014882d2d1046c19d207afd2d19f6e7>

Introductions and Meeting Guidelines.

1. Receive public comment.  
\*Members of the public are invited to speak during this portion of the agenda. If you would like to speak please contact the Authority/Zone by referencing the following email Sherry Weesner [sherry@old6wardtirz.org](mailto:sherry@old6wardtirz.org) and let us know before the meeting that you wish to speak.
2. Minutes of the previous meetings:
  - a. The Authority; and
  - b. The Zone.
3. Administrator Report, including:
  - a. Washington Corridor Study Update;
  - b. Old Sixth Ward TIRZ 13 Phase 2 Study Update; and
  - c. Potential Extension Update;
4. Projects and Engineering:
  - a. Discussion Lovett Development Agreement;
  - b. Discussion and possible Approval contract with HARC for TCEQ grant;
  - c. Engineering Consultant's Report;
    - i. Edwards and Sawyer Multimodal Improvements.
    - ii. Intersection at Washington and Silver and North Memorial Way and Silver.
  - d. Approve related pay estimates or change orders, work authorizations or other design, construction, or management contract administration items, and authorize other appropriate action.
5. Financial Matters:
  - a. Receive Financial Report Summary, including account and fund activity statements, and investment report; and
  - b. Authorize additional Board member to approve checks; and
  - c. Authorize payment of invoices.
6. Communications and Public Engagement:

7. Items for next meeting.
8. Adjourn.

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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Clark Stockton Lord  
Attorney for the Authority and the Zone

**TAB 2.a.**  
**MINUTES OF**  
**NOVEMBER 8, 2002**  
**AUTHORITY**

**MINUTES OF REGULAR MEETING  
OF  
OLD SIXTH WARD REDEVELOPMENT AUTHORITY**

November 8, 2022

The Board of Directors (the “Board”) of Old Sixth Ward Redevelopment Authority (the “Authority”), convened in special session, open to the public, by telephonic or video conference, on the 8<sup>th</sup> day of November, 2022. A quorum of the Board of Directors was physically present at the meeting location. Conducted in person and by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code. The meeting location was open to the public during open portions of the meeting, and the roll was called of the duly constituted officers and members of said Board, to wit:

Phil C. Neisel	Chair
Ann Guercio	Vice-Chair
Larissa Lindsay	Secretary
Claude Anello	Director
Alison N. Maillet	Director
Patrick Hall	Director

All members of the Board of Directors were present, except Director Maillet thus constituting a quorum.

Also present were Olivia Lee, Mayor Sylvester Turner’s office; Deanna E. Soria a Board member of the Reinvestment Zone Number Thirteen, City of Houston; Jim Webb of The Goodman Corporation (“Goodman”); Linda Trevino of METRO; Kyle Macy and Ashley Sowards of Edminster Hinshaw Russ & Associates, (“Engineer”/ “EHRA”); Sherry Weesner of SMW Principle Solutions, (“Administrator”); Melissa Morton of the Morton Accounting Services, (“Bookkeeper”); Brandon Walwyn, of the City of Houston (the “City”); Clark Lord and Tiffany Ehmke of Bracewell LLP, legal counsel.

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

**MEETING RULES**

Director Neisel reviewed the rules for the Board meeting.

**DETERMINE QUORUM: CALL TO ORDER**

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

## **PUBLIC COMMENT**

None

## **APPROVE MINUTES**

The Board considered approving the minutes of September 21, 2022. Upon a motion brought by Director Lindsay, seconded by Director Neisel, the Board approved the September 21, 2022.

## **ADMINISTRATOR REPORT**

### **Ratify Goodman Contract for FY22 Off-System Highway Safety Improvement Program Submission**

The Board recognized Ms. Weesner who reported that the City imposed a deadline for the Washington and Center application for the Off-System Highway Safety Improvement Program project before this month's Board meeting. She stated that Goodman has been engaged to assist with submitting the project, including the application, a copy of the Goodman contract is attached hereto as Exhibit "B".

After consideration, upon a motion brought by Director Anello, seconded by Director Neisel, the Board unanimously approved the ratification of the Goodman contract for the Off-System Highway Safety Improvement Program.

### **Washington Corridor Study Update**

Ms. Weesner reminded the Board the HGAC board will select the recommended vendor and TxDOT will send the Notice to Proceed in January 2023.

### **Old Sixth Ward TIRZ 13 Phase 2 Study update**

Ms. Weesner reminded the Board the HGAC board that the proposals for Phase 2 Study is due before Thanksgiving. She added that the HGAC board will recommend the vendor and TxDOT will send the Notice to Proceed, likely in March 2023.

### **Potential Extension update**

Ms. Weesner reported that the Fourth Amendment to the Project Plan ("Fourth Amendment") was provided to the Board for their review, a copy of which is attached hereto as Exhibit "C". She noted that the City could make changes to the Fourth Amendment. Mr. Lord then added in conjunction with the approval of the Fourth Amendment to the Project Plan that the Board will approve the Resolution Approving the Fourth Amendment to the Project Plan.

After review, upon a motion brought by Director Anello, seconded by Director Hall, the Board unanimously (i) authorize the Project Committee to approve the Fourth

Amendment, subject to no substantial changes made by the City; (ii) approve the Resolution Approving the Fourth Amendment to the Project Plan.

## **PROJECTS AND ENGINEERING**

### **Discussion on Lovett Development Agreement**

Director Neisel reminded the Board about the Lovett Development Agreement and reported that the TIRZ has met with the City of Houston (“City”) about potential changes to the agreement and plan to meet with Lovett regarding the same.

### **Approve recommended bidder for T-1324 Silver Street Project**

Mr. Macy recently provided a letter recommending the lowest bidder to Traffic Systems Construction, Inc., a copy of which is attached hereto as Exhibit “D”. Ms. Weesner reminded the Board about the request for use of black powder coated traffic lights. She added that the City has agreed that the TIRZ will provide the price difference from the cost for galvanized paint to black powder coating on the poles to the City. Ms. Weesner reported that an Interlocal Agreement will be needed with the City, who has agreed to replacing the black powder coating one time, exceeding the one time replacement the City will return to galvanized paint. She stated the City wants to review the full specs for the project, in case any changes are recommended.

After consideration, upon a motion brought by Director Anello, seconded by Director Hall, the Board approved change of specs, not to exceed 10% of price of the black powder coated poles.

### **Engineer’s Report**

Mr. Macy presented the engineer’s report, including the following projects: (i) Silver Street – Phase I Washington Avenue & Memorial Drive Intersection; and (ii) General Engineering work authorizations, a copy of which is attached hereto as Exhibit “E”.

Upon a motion brought by Director Anello, seconded by Director Hall, the Board unanimously voted to approve the (i) approve WA T-1324-WA2-2023 Washington Avenue & Memorial Drive Intersection Modifications; and (iv) engineering report.

## **FINANCIAL REPORT**

### **Receive Financial Report Summary, including account and fund activity statements, and investment report**

Ms. Morton reviewed the financial report, including the profit and loss budget to actual, balance sheet, unpaid bills detail, general operating fund, and profit and loss detail reports. A copy of the financial report is attached hereto as Exhibit “F”. Director Neisel

noted since the Board meeting was re-scheduled the invoices were approved by committee process. No action was taken.

**COMMUNICATIONS AND PUBLIC ENGAGEMENT COMMITTEE REPORT**

Director Guercio provided updates and review for the website.

**ITEMS FOR NEXT MEETING**

No additional items were noted.

DRAFT



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Secretary

DRAFT

**TAB 2.b.**  
**MINUTES OF**  
**NOVEMBER 8, 2022**  
**ZONE**

**MINUTES OF REGULAR MEETING  
OF  
REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON**

November 8, 2022

The Board of Directors (the “Board”) of Board member of the Reinvestment Zone Number Thirteen, City of Houston (the “Zone”), convened in special session, open to the public, by telephonic or video conference, on the 8<sup>th</sup> day of November, 2022. A quorum of the Board of Directors was physically present at the meeting location. Conducted in person and by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code. The meeting location was open to the public during open portions of the meeting, and the roll was called of the duly constituted officers and members of said Board, to wit:

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Also present were Olivia Lee, Mayor Sylvester Turner’s office; Jim Webb of The Goodman Corporation (“Goodman”); Linda Trevino of METRO; Kyle Macy and Ashley Sowards of Edminster Hinshaw Russ & Associates, (“Engineer”/ “EHRA”); Sherry Weesner of SMW Principle Solutions, (“Administrator”); Melissa Morton of the Morton Accounting Services, (“Bookkeeper”); Brandon Walwyn, of the City of Houston (the “City”); Clark Lord and Tiffany Ehmke of Bracewell LLP, legal counsel.

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

**MEETING RULES**

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**DETERMINE QUORUM: CALL TO ORDER**

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## **PUBLIC COMMENT**

None

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**ITEMS FOR NEXT MEETING**

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DRAFT

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Secretary

DRAFT

**TAB 4.b.**  
**CONTRACT WITH HARC**  
**FOR TCEQ GRANT**



**HARC/GTRI  
SPONSORED PROJECT CONTRACTUAL AGREEMENT**

This Sponsored Project Contractual Agreement (“Agreement”) is entered into between the Houston Advanced Research Institute, doing business as GeoTechnology Research Institute (“HARC/GTRI”), a Texas nonprofit corporation, with offices at 8801 Gosling Rd., The Woodlands, TX 77381, and Old Sixth Ward Redevelopment Authority (“Contractor”), a Texas local government corporation, for the purpose of defining the services that the Contractor agrees to provide to the HARC/GTRI in support of the project titled “Low Impact Development (LID) in the Buffalo Bayou Watershed” under funding provided by Texas Commission on Environmental Quality (“TCEQ”), Contract #582-21-10148, under a grant from U.S. Environmental Protection Agency (“EPA”), CFDA #66.460.

**1. STATEMENT OF SERVICES TO BE PERFORMED:**

The Contractor, in consideration of the compensation specified in this Agreement, will perform the Scope of Work as detailed in Attachment 6 – Scope of Work, Budget and Cost Share.

Contractor shall perform the services specified in the time and manner described. In performing services under this Agreement, Contractor shall be deemed as an independent contractor and shall not act as nor an agent or employee of HARC/GTRI. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of HARC/GTRI relative to conduct on its premises.

Contractor agrees to perform the services with that standard of professional care, skill, and diligence normally provided in the performance of similar services. It is understood that during the performance of services Contractor will not be eligible for benefits.

**2. TERM OF AGREEMENT:**

This agreement is to begin September 01, 2022, and shall terminate February 28, 2025.

**3. AGREEMENT AMOUNT:**

The total amount of reimbursement to be paid to the Contractor under this Agreement shall not exceed Two Hundred and Twenty Thousand Dollars (\$220,000). Further, Contractor is obligated to provide an additional \$415,000 in nonfederal cost share as shown in Attachment 6 – Scope of Work, Budget and Cost Share.

**4. PROPRIETARY DATA:**

Unless otherwise required by law, each party will exercise its best effort to maintain in confidence proprietary or trade secret information disclosed or submitted to it by the other party which is designated in writing as confidential information at the time of disclosure (“Confidential Information”). Confidential Information does not include information supplied by the Sponsor under this Agreement or information that:

- a) Is generally available in the public domain or thereafter becomes available to the public through no fault of the disclosing party; or
- b) Can be shown to have been independently known prior to receipt thereof or was discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement; or
- c) Was made available as a matter of lawful right by a third party; or
- d) Is required to be disclosed by operation of law or regulation, including but not limited to the Texas Public Information Act, Texas Government Code Chapter 552 (“TPIA”), but only to the extent and for the purposes of such required disclosure, and subject to the notice provisions set forth herein; or
- e) Is disclosed in response to a valid order of a court or other governmental body of the State of Texas or the United States, or any political subdivision thereof (including an administrative or regulatory body), but only to the extent of and for the purposes of such order, as further described herein.

In the event that a party receiving Confidential Information (“Recipient”) is requested or required in response to a valid order of a court or other governmental body of the State of Texas or the United States, or any political subdivision thereof (including an administrative or regulatory body), or otherwise by subpoena, interrogatories, requests for information or documents, or other civil investigative demand (collectively “Disclosure Request”), to disclose any part of the Confidential Information, the Recipient will provide immediate notice, which shall include a copy of such Disclosure Request, to the party who disclosed the Confidential Information (“Discloser”) so that Discloser may seek an appropriate protective order or other remedy and/or waive compliance by the Recipient with the Disclosure Request. Recipient shall cooperate with the Discloser with its efforts to prevent or narrow the scope of the Disclosure Request. In the event that disclosure of the Confidential Information in response to a Disclosure Request cannot be wholly prevented, Recipient will provide Discloser with an opportunity to review the Confidential Information responsive to the Disclosure Request prior to Recipient’s disclosure of the Confidential Information.

HARC/GTRI acknowledges that the Contractor is subject to public records disclosure laws, including, but not limited to, TPIA. To the maximum extent permitted in accordance with TPIA or other applicable law, Contractor agrees to make diligent efforts to limit disclosure of information provided by HARC/GTRI in connection with this Agreement pursuant to any available bases stated in TPIA or other applicable law. HARC/GTRI may pursue procedures and rights granted to it under TPIA to keep Confidential Information from being publicly disclosed in the event of a request falling under TPIA. Upon receiving any request under TPIA for release of Confidential

Information, Contractor shall furnish to HARC/GTRI prompt written notice of such request, the details of such request and any other details thereof requested by HARC/GTRI. Prior to releasing any Confidential Information pursuant to a request under TPIA, Contractor shall give HARC/GTRI a reasonable opportunity to assert any claimed exemption from disclosure under TPIA.

HARC/GTRI retains the right to refuse to accept any such information that is not considered to be essential to the completion of the research. The obligation of both parties under this section of the Agreement shall survive and continue for one (1) year after termination of this Agreement. By execution of this Agreement, Contractor agrees in turn, to exercise its best effort to maintain in confidence proprietary or trade secret information so revealed by HARC/GTRI.

## 5. MISCELLANEOUS:

- a. This document, including the applicable terms and conditions of the Prime Award – TCEQ Contract #582-21-10148 which is included as Attachment 2 and incorporated by reference, constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements. It may be amended upon written agreement of both parties. It is not assignable without the express written agreement of both parties.
- b. For agreements between HARC/GTRI and an entity recognized as a legal corporation, Contractor certifies that, upon the effective date of this Agreement, either (1) it is not delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of such taxes. Contractor agrees that any false statement with respect to franchise tax status shall be material breach hereof, and HARC/GTRI shall be entitled to terminate this Agreement upon written notice thereof to the Contractor.
- c. Payment to Contractor for services rendered will be paid upon satisfactory performance of services, based upon receipt of monthly invoices provided by the Contractor demonstrating completed work. Under this Agreement, Contractor is responsible for hiring a construction contractor to perform the actual work and will provide records showing that Contractor paid the construction contractor.
- d. Contractor will provide to HARC/GTRI a quarterly progress report by the 7<sup>th</sup> day of the month following the end of each State of Texas fiscal quarter, e.g. October-November due December 7.
- e. Either the Contractor or HARC/GTRI may terminate this Agreement at any time by notifying the other party in writing at least thirty (30) days prior to the termination of service. In the event of early termination, HARC/GTRI shall only be liable for payment of services performed prior to termination.

- f. Contractor agrees that all inventions and discoveries, whether patentable or not, made by Contractor solely or jointly, resulting from services performed for HARC/GTRI during the term of this Agreement shall belong to and be the property of Contractor. Contractor will, upon request, provide to HARC/GTRI a fully paid, nonexclusive license to use such inventions and discoveries for the purposes of satisfying the requirements of the Prime Award – TCEQ Contract #582-21-10148.
- g. By signing this Agreement, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department of agency.
- h. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas.
- i. Any written notice required by this Agreement to HARC/GTRI shall be sent to the address listed below:

HARC/GTRI  
Attn: Bob Travis, Vice President, Business Operations  
8801 Gosling Rd.  
The Woodlands, TX 77381  
[btravis@harcresearch.org](mailto:btravis@harcresearch.org)

Invoices may be emailed to [Accounting@harcresearch.org](mailto:Accounting@harcresearch.org).

Any written notice required by this Agreement to the Contractor shall be mailed first class to the Contractor at the address listed below:

Old Sixth Ward Redevelopment Authority  
c/o Clark Lord  
Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002

- j. The Parties will meet and confer in good faith to work together to resolve problems or disputes that may arise. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**6. APPROVAL:**

HOUSTON ADVANCED RESEARCH  
CENTER

Signature \_\_\_\_\_  
Name Bob Travis  
Title Vice President, Business Operations  
Date \_\_\_\_\_

OLD SIXTH WARD  
REDEVELOPMENT AUTHORITY

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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**Attachment 1**  
**CONTRACT DOCUMENTS LIST**

This Agreement between HARC/GTRI and CONTRACTOR consists of the Contract Documents listed on this page. Documents on this list also include all Amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list. All provisions, however, are subject to control by the latest Amendment and most specific provision and by the applicable federal and state laws, rules and regulations.

1. Sponsored Project Contractual Agreement
2. Prime Award – TCEQ Contract #582-21-10148 (Attachment 2)
3. Special Terms and Conditions (Attachment 3)
4. Federal Conditions (Attachment 4)
5. General Terms and Conditions (Attachment 5)
6. Scope of Work, Budget and Cost Share (Attachment 6)

**Attachment 2**  
**PRIME AWARD – TCEQ CONTRACT #582-21-10148**

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**Attachment 3**  
**SPECIAL TERMS AND CONDITIONS**

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**Attachment 4**  
**FEDERAL CONDITIONS**

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**Attachment 5**  
**GENERAL TERMS AND CONDITIONS**

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**Attachment 6**  
**SCOPE OF WORK, BUDGET AND COST SHARE**

**SCOPE OF WORK**

**Task 3: LID Design and Construction**

**Objective:** To design construction plans to include LID and complete construction at the Sawyer Yards project location or another location as approved by TCEQ. This Task will be performed by an engineering subcontractor under the supervision of the Contractor, which, for purposes of this Scope of Work, is the “Performing Party.”

**Subtask 3.1: Design Construction Plan** — The Performing Party will have construction plans developed and will have them approved by City of Houston. The Performing Party will submit draft and final design construction documents to the TCEQ Project Manager for review and approval. Approval of the plans by the City of Houston will be communicated to TCEQ. Prior to construction, the engineering subcontractor will obtain the following permits and/or file for approval: Traffic Control, Sidewalk Closure, Street Cut, Storm Sewer Construction, Notice of Intent (NOI), and Street Closure.

**Subtask 3.2: Construction Contract Solicitation** — The Performing Party, in coordination with the engineering subcontractor, will advertise and publicly bid the project. The selected construction subcontractor will be required to obtain a bid bond, performance and payment bond and a two-year maintenance bond. All engineering services required under this scope of work shall be performed by licensed engineers registered in the State of Texas. Monthly updates will be sent to HARC/GTRI and TCEQ covering progress on the bid solicitation, schedules, and any actual or potential delays.

**Subtask 3.3: Project Construction** — The Performing Party will work with subcontractors to oversee the construction project schedule and milestones. TCEQ will be notified of any potential and/or actual delays during the construction. Monthly construction progress updates will be sent to TCEQ, covering progress on construction, schedules, and any potential or actual delays. Construction will follow the approved design construction documents from Subtask 3.1.

**Subtask 3.4: Project Maintenance** — The Performing Party will work with subcontractors to oversee the two-year maintenance program agreement. A copy of the final maintenance agreement will be submitted to TCEQ. The construction subcontractor will be responsible to make repairs for two years. There will be an inspection at the end of the two years and the construction subcontractor will be responsible for addressing performance issues and concerns before being released from its maintenance bond. The Performing Party must adhere to the Special Terms and Conditions detailed in Attachment 3 regarding BMP Operation and Maintenance.

**Subtask 3.5: LID Design and Construction Task Report** — The Performing Party will develop a report summarizing work performed under Task 3 as outlined in this Scope of Work.

**Deliverables:**

- 3.1 Draft construction documents will be submitted to the TCEQ Project Manager for review and approval (by the end of quarter 6).
- 3.1 Final design and construction documents (by the end of quarter 7).
- 3.1 Project planning permits (quarter 6, month 3).
- 3.2 Construction bid updates including subcontractor bid and award dates (monthly, until bid awarded).
- 3.3 Construction progress updates (monthly, during construction).
- 3.4 Quarterly maintenance activity reports (in PRs after construction is complete).
- 3.5 Draft LID design and construction task report (by the end of quarter 9).
- 3.6 Final LID design and construction task report (within 30 days after receipt of TCEQ comments).

**BUDGET**

Total amount of reimbursement to Contractor shall not exceed \$220,000.

**COST SHARE**

Contractor is responsible for providing a minimum of \$415,000 in cost share for the benefit of the project. This cost share cannot consist of Federal funds without prior written approval.

**TAB 4.b.**

**PROPOSED FISCAL YEAR 2023 BUDGET**

**TAB 4.c.**

**ENGINEER'S REPORT**



10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300

## T.I.R.Z. NO. 13/OLD SIXTH WARD REDEVELOPMENT AUTHORITY ENGINEERING REPORT

**Date:** Through December 1, 2022

Date of Board Meeting: December 7, 2022

**Engineer:** Kyle Macy, P.E.

Signature

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Agenda Item 4.c & d, Engineering

### C. Engineering Consultant's Report

#### i. Edwards and Sawyer Multimodal Improvements

1. UPDATE: Edwards and Sawyer  
Work Authorization No. T-1322 & 1325-WA1-2022-Sawyer & Edwards

EHRA provided HPW with multiple design alternatives throughout the month of October following the Design Charette meeting on September 21. HPW approved typical sections for both Edwards Street and Sawyer Street as of October 26, with this approval EHRA and TEI proceeded with the 60% design plans. The 60% submittal was submitted to HPW on November 23.

**ACTION ITEM: None at this time**

#### ii. Silver Street – Phase I Washington Avenue & Memorial Drive Intersection Modifications.

2. UPDATE: Silver Street – Phase I.  
Work Authorization No. 13-T-1324-WA1-2022-Silver

EHRA is currently coordinating with the COH and powder coat vendors to confirm specification requirements for the powder coat process. Once the powder specification has been finalized and accepted by the COH, EHRA will proceed with the NTP for TSC.

**ACTION ITEM: None at this time**

**NOTE:** For Active Work Authorizations Summary and General Timeline see attached Exhibits 1 and 2.

- #### D. Approve related pay estimates or change orders, work authorizations or other design, construction, or management contract administration items, and authorize other appropriate action.

**T.I.R.Z. NO. 13/OLD SIXTH WARD REDEVELOPMENT AUTHORITY  
WORK AUTHORIZATION SUMMARY - (THROUGH DECEMBER 1, 2022)**



**10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300**

**EXHIBIT 1: Active Work Authorization SUMMARY**

CIP # & WA #	Current Phase	Description	Total Value	Spent	Percent Complete	Expected Bid Phase	Expected Completion
1324 & 13-T-1324- WA1-2022- Silver	Design & Bid	Washington Avenue and Memorial Drive intersection modifications to install traffic signal at Washington & Silver street and remove ramps at Memorial & Silver.	\$106,000.00	\$100,700.00	95%	Q3 2022	Q4 2022
1322 & 1325	Design & Bid	Edwards & Sawyer Multimodal Improvements to incorporate high comfort bike lanes, install LID sidewalk on the north side of Edwards Street, and construct 10-foot wide multiuse path on the south side of Sawyer Street.	\$136,650.00	\$68,000.00	50%	Q1 2023	Q3 2023

**EXHIBIT 2: Active Work Authorization ANTICIPATED TIMELINE**

CIP 1324 – Silver Street – Phase I (Design & Bid)		
Item	Date / Window	Description
1	6/7/2021	Submitted DCR Intake Form to COH
2	6/10/2021	Received COH Memo stating DCR is not Required for Silver Street Phase I.
3	7/1/2021	Approval of WA No. WA1-2022-Silver.
4	10/5/2021	Submitted 60% Plans to the COH



5	12/2/2021	Submitted 90% Plans to the COH
6	9/19/2022	Received bids from contractors.

<b>CIP 1322 &amp; 1325 – Sawyer &amp; Edwards (Design &amp; Bid)</b>		
<b>Item</b>	<b>Date / Window</b>	<b>Description</b>
1	7/28/2022	Approval of WA No. WA1-2022-Silver.
2	9/19/2022	Design Coordination with HPW Multimodal Group
3	11/4/2022	Production of 60% Design Plans
4	11/23/2022	60% Submittal to HPW
5	12/1/2022	HPW 60% Review

**TAB 5.a.**

**AUDITOR ENGAGEMENT**

**TAB 5.b.**  
**BOOKKEEPER'S**  
**REPORT**



**Monthly Financial Report Summary  
November Board Meeting  
Wednesday, December 7, 2022**

At the beginning of October, the Old Sixth Ward Redevelopment Authority (OSWRA) beginning Operating Fund Balance was \$3,657,259. During the month, OSWRA received \$8,157 mainly from money market interest. OSWRA processed \$48 in one disbursement for Prosperity Bank monthly service charge during the period. The ending balance as of month end October 31, 2022 was \$3,665,369.

There are no invoices pending approval.

Capital Improvement Project spending for the period totaled \$25,540. The funds were spent towards the Silver Street Project and Silver St. See page 3 for the "Capital Projects Detail" Reports.

During October, the opening balance for the Texas Class investment account was \$3,589,920. We received \$8,122 in interest (interest rate of 2.6613%) in October. The ending balance for September of \$3,598,042. See page 4 for "Investment" reports.

Cash Basis

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY**

**General Operating Fund**

As of October 31, 2022

**BEGINNING BALANCE :** \$ 3,657,259.93

**REVENUE**

Money Market	34.57	Interest
Texas Class Investment	8,122.53	Interest

**Total Revenue** 8,157.10

**DISBURSEMENTS**

ACH	Prosperity Bank	47.79
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**Total Disbursements** 47.79

**ENDING BALANCE :** \$ 3,665,369.24

-

**October 31, 2022**

Interest Rate	Balance
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**LOCATION OF ASSETS**

Prosperity Money Market Account	54,537.13
Prosperity Bank Operating	12,789.13
Texas Class Investment	3,598,042.98

**Total Account Balance** \$ 3,665,369.24

# Old Sixth Ward Redevelopment Authority Capital Projects Detail

October 2022


Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>Capital Improvement Project</b>					
<b>T-1322 Sawyer Street Multimodal</b>					
Bill	10/31/2022	95497	Edminster Hinshaw Russ & Associ...	Through 10.23.22	24,542.80
Total T-1322 Sawyer Street Multimodal					24,542.80
<b>T-1324 Silver Street Improv.</b>					
Bill	10/31/2022	95444	Edminster Hinshaw Russ & Associ...	Through October 2022	660.00
Bill	10/31/2022	1471	SMW Principle Solutions, Inc.	Oct 2022 Consulting	337.50
Total T-1324 Silver Street Improv.					997.50
<b>T-1325 Edwards St Multimodal</b>					
Bill	10/31/2022	1471	SMW Principle Solutions, Inc.	Oct 2022 Consulting	0.00
Total T-1325 Edwards St Multimodal					0.00
Total Capital Improvement Project					25,540.30
<b>TOTAL</b>					<b>25,540.30</b>

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY  
 QUARTERLY INVESTMENT REPORT  
 MONTHLY FISCAL YEAR 2023  
 OCTOBER 31, 2022**

Transaction Date		Government Texas Class		Activity
10/1/2022	Beginning Balance	\$ 3,589,920.45		
10/31/2022	Withdrawals			
10/31/2022	Deposits			
10/31/2022	Interest 2.6613 %	8,122.53		
<b>10/31/2022</b>	<b>Ending Balance</b>	<b>\$ 3,598,042.98</b>		

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

Investment Officer: 

**Old Sixth Ward Redevelopment Authority**  
**Profit & Loss Prev Year Comparison**  
**July through October 2022**

	Jul - Oct 22	Jul - Oct 21	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Interest Income Money Market	23,752.94	1,149.51	22,603.43	1,966.4%
<b>Total Income</b>	23,752.94	1,149.51	22,603.43	1,966.4%
<b>Cost of Goods Sold</b>				
<b>Capital Improvement Project</b>				
T-1313 Dow School Park	0.00	808.00	-808.00	-100.0%
T-1314 Streetscape	0.00	5,838.00	-5,838.00	-100.0%
T-1322 Sawyer Street Multimodal	50,299.90	1,087.50	49,212.40	4,525.3%
T-1324 Silver Street Improv.	5,603.16	60,000.00	-54,396.84	-90.7%
T-1325 Edwards St Multimodal	2,250.00	1,125.00	1,125.00	100.0%
<b>Total Capital Improvement Project</b>	58,153.06	68,858.50	-10,705.44	-15.6%
<b>Total COGS</b>	58,153.06	68,858.50	-10,705.44	-15.6%
<b>Gross Profit</b>	-34,400.12	-67,708.99	33,308.87	49.2%
<b>Expense</b>				
Bank Service Charges	133.86	139.60	-5.74	-4.1%
<b>Program and Project Consultatnt</b>				
Engineering Consultant	6,182.50	19,260.00	-13,077.50	-67.9%
Legal Fees	9,148.29	4,100.81	5,047.48	123.1%
Tax Consultants	1,947.00	1,941.00	6.00	0.3%
Program and Project Consultatnt - Other	910.00	0.00	910.00	100.0%
<b>Total Program and Project Consultatnt</b>	18,187.79	25,301.81	-7,114.02	-28.1%
<b>TIRZ Administration &amp; Overhead</b>				
Accounting Fees	4,800.00	4,937.50	-137.50	-2.8%
Administration Consultant	24,839.20	28,950.25	-4,111.05	-14.2%
Audit Fees	9,400.00	8,600.00	800.00	9.3%
Office Expenses	0.00	302.50	-302.50	-100.0%
<b>Total TIRZ Administration &amp; Overhead</b>	39,039.20	42,790.25	-3,751.05	-8.8%
<b>Utilities</b>	0.00	375.00	-375.00	-100.0%
<b>Total Expense</b>	57,360.85	68,606.66	-11,245.81	-16.4%
<b>Net Ordinary Income</b>	-91,760.97	-136,315.65	44,554.68	32.7%
<b>Net Income</b>	<b>-91,760.97</b>	<b>-136,315.65</b>	<b>44,554.68</b>	<b>32.7%</b>



**Old Sixth Ward Redevelopment Authority**  
**Balance Sheet Prev Year Comparison**  
**As of October 31, 2022**

11/28/22

Accrual Basis

	Oct 31, 22	Oct 31, 21	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
Prosperity Money Market	54,537.13	2,378,792.78	-2,324,255.65	-97.7%
Prosperity Operating Account	12,789.13	19,563.00	-6,773.87	-34.6%
Texas Class Investment Acct 781	3,598,042.98	71,929.85	3,526,113.13	4,902.2%
<b>Total Checking/Savings</b>	3,665,369.24	2,470,285.63	1,195,083.61	48.4%
<b>Other Current Assets</b>				
Prepaid Insurance	1,663.71	1,185.80	477.91	40.3%
<b>Total Other Current Assets</b>	1,663.71	1,185.80	477.91	40.3%
<b>Total Current Assets</b>	3,667,032.95	2,471,471.43	1,195,561.52	48.4%
<b>TOTAL ASSETS</b>	<b>3,667,032.95</b>	<b>2,471,471.43</b>	<b>1,195,561.52</b>	<b>48.4%</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
Accounts Payable	89,461.25	94,510.40	-5,049.15	-5.3%
<b>Total Accounts Payable</b>	89,461.25	94,510.40	-5,049.15	-5.3%
<b>Other Current Liabilities</b>				
Cert Of Obligation Current Prin	170,000.00	165,000.00	5,000.00	3.0%
Cert of Obligation Int Accrual	23,864.76	26,889.76	-3,025.00	-11.3%
<b>Total Other Current Liabilities</b>	193,864.76	191,889.76	1,975.00	1.0%
<b>Total Current Liabilities</b>	283,326.01	286,400.16	-3,074.15	-1.1%
<b>Long Term Liabilities</b>				
Certificate of Obligation	1,131,715.00	1,301,715.00	-170,000.00	-13.1%
<b>Total Long Term Liabilities</b>	1,131,715.00	1,301,715.00	-170,000.00	-13.1%
<b>Total Liabilities</b>	1,415,041.01	1,588,115.16	-173,074.15	-10.9%
<b>Equity</b>				
Fund Balance	-1,947,125.65	-1,947,125.65	0.00	0.0%
Unrestricted Net Assets	4,290,878.56	2,966,797.57	1,324,080.99	44.6%
Net Income	-91,760.97	-136,315.65	44,554.68	32.7%
<b>Total Equity</b>	2,251,991.94	883,356.27	1,368,635.67	154.9%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3,667,032.95</b>	<b>2,471,471.43</b>	<b>1,195,561.52</b>	<b>48.4%</b>

**Old Sixth Ward Redevelopment Authority**  
**Profit & Loss Detail**  
 July through October 2022

Type	Date	Num	Name	Memo	Amount
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Interest Income Money Market</b>					
Deposit	07/31/2022			Interest	16.87
Deposit	07/31/2022			Interest	4,020.80
Deposit	08/31/2022			Interest	5,453.12
Deposit	08/31/2022			Interest	16.87
Deposit	09/30/2022			Interest	6,072.03
Deposit	09/30/2022			Interest	16.15
Deposit	10/31/2022			Interest	8,122.53
Deposit	10/31/2022			Interest	34.57
Total Interest Income Money Market					23,752.94
Total Income					23,752.94
<b>Cost of Goods Sold</b>					
<b>Capital Improvement Project</b>					
<b>T-1322 Sawyer Street Multimodal</b>					
Bill	09/30/2022	95354	Edminster Hinshaw Russ & Associates Inc	Through September 25 2022	25,757.10
Bill	10/31/2022	95497	Edminster Hinshaw Russ & Associates Inc	Through 10.23.22	24,542.80
Total T-1322 Sawyer Street Multimodal					50,299.90
<b>T-1324 Silver Street Improv.</b>					
Bill	08/31/2022	1459	SMW Principle Solutions, Inc.	Aug 2022 Consulting	112.50
Bill	08/31/2022	94550	Edminster Hinshaw Russ & Associates Inc	Through August 2022	2,200.00
Bill	09/30/2022	1464	SMW Principle Solutions, Inc.	Sept 2022 Consulting	1,012.50
Bill	09/30/2022	95279	Edminster Hinshaw Russ & Associates Inc	Through Sept 2022	1,280.66
Bill	10/31/2022	95444	Edminster Hinshaw Russ & Associates Inc	Through October 2022	660.00
Bill	10/31/2022	1471	SMW Principle Solutions, Inc.	Oct 2022 Consulting	337.50
Total T-1324 Silver Street Improv.					5,603.16
<b>T-1325 Edwards St Multimodal</b>					
Bill	07/31/2022	1455	SMW Principle Solutions, Inc.	July 2022 Consulting	412.50
Bill	08/31/2022	1459	SMW Principle Solutions, Inc.	Aug 2022 Consulting	825.00
Bill	09/30/2022	1464	SMW Principle Solutions, Inc.	Sept 2022 Consulting	1,012.50
Bill	10/31/2022	1471	SMW Principle Solutions, Inc.	Oct 2022 Consulting	0.00
Total T-1325 Edwards St Multimodal					2,250.00
Total Capital Improvement Project					58,153.06
Total COGS					58,153.06
Gross Profit					-34,400.12
<b>Expense</b>					
<b>Bank Service Charges</b>					
Check	08/15/2022			Service Charge	50.12
Check	09/15/2022			Service Charge	35.95
Check	10/15/2022			Service Charge	47.79
Total Bank Service Charges					133.86
<b>Program and Project Consultatnt</b>					
<b>Engineering Consultant</b>					
Bill	07/31/2022	94128	Edminster Hinshaw Russ & Associates Inc	Through July 2022	1,361.25
Bill	08/31/2022	94551	Edminster Hinshaw Russ & Associates Inc	Through August 2022	1,803.75
Bill	09/30/2022	95280	Edminster Hinshaw Russ & Associates Inc	Through September 2022	1,500.00
Bill	10/31/2022	95445	Edminster Hinshaw Russ & Associates Inc	Through October 2022	1,517.50
Total Engineering Consultant					6,182.50
<b>Legal Fees</b>					
Bill	07/31/2022	21938992	Bracewell LLP	General Legal through July 2022	4,380.50
Bill	08/31/2022	21941396	Bracewell LLP	General Legal through August 2022	1,137.50
Bill	09/30/2022	21943020	Bracewell LLP	General Legal through September...	1,023.29
Bill	10/31/2022	21945561	Bracewell LLP	General Legal through October 20...	2,607.00
Total Legal Fees					9,148.29
<b>Tax Consultants</b>					
Bill	07/01/2022	58797	Equi-Tax, Inc.	July 2022 - June 30, 2023	1,947.00
Total Tax Consultants					1,947.00
<b>Program and Project Consultatnt - Other</b>					
Bill	10/31/2022	10-2022-23	Goodman Corporation	HSIP Submission FY22	910.00

**Old Sixth Ward Redevelopment Authority**  
**Profit & Loss Detail**  
 July through October 2022

Type	Date	Num	Name	Memo	Amount
			Total Program and Project Consultatnt - Other		910.00
			Total Program and Project Consultatnt		18,187.79
<b>TIRZ Administration &amp; Overhead</b>					
<b>Accounting Fees</b>					
Bill	08/31/2022	2338	The Morton Accounting Services	July and August CPA Services	2,400.00
Bill	10/31/2022	2350	The Morton Accounting Services	September and October CPA Ser...	2,400.00
			Total Accounting Fees		4,800.00
<b>Administration Consultant</b>					
Bill	07/31/2022	1455	SMW Principle Solutions, Inc.	July 2022 Consulting	4,612.50
Bill	07/31/2022	21938991	Bracewell LLP	Mtg Services July	1,183.00
Bill	08/31/2022	1459	SMW Principle Solutions, Inc.	Aug 2022 Consulting	3,150.00
Bill	08/31/2022	21941395	Bracewell LLP	Mtg Services Aug	304.20
Bill	09/30/2022	1464	SMW Principle Solutions, Inc.	Sept 2022 Consulting	4,012.50
Bill	09/30/2022	21943019	Bracewell LLP	Admin- Meeting through Septemb...	3,464.50
Bill	10/31/2022	21945468	Bracewell LLP	Admin- Meeting through October ...	2,112.50
Bill	10/31/2022	1471	SMW Principle Solutions, Inc.	Oct 2022 Consulting	6,000.00
			Total Administration Consultant		24,839.20
<b>Audit Fees</b>					
Bill	10/10/2022	17448431	Carr Riggs & Ingram LLC	2022 Audit - 94-02285	9,400.00
			Total Audit Fees		9,400.00
			Total TIRZ Administration & Overhead		39,039.20
			Total Expense		57,360.85
			Net Ordinary Income		-91,760.97
			<b>Net Income</b>		<b>-91,760.97</b>