

OLD SIXTH WARD REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

DECEMBER 18, 2023

**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 **Monday, December 18, 2023 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 259 423 91581**, or click on the following link <https://bracewell.webex.com/bracewell/j.php?MTID=m0c5cb3a84d0fe451b07c1d61b5a0cee9> 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 259 423 91581**, or click on the following link <https://bracewell.webex.com/bracewell/j.php?MTID=m0c5cb3a84d0fe451b07c1d61b5a0cee9>. For an electronic copy of agenda documents, please refer to the following link: <https://bracewell.sharefile.com/d-sd3f080983f524318be8a3a70781046cc>

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 and let us know before the meeting that you wish to speak.
2. Consent Agenda:
 - a. Minutes of the previous meetings:
 - i. The Authority; and
 - ii. The Zone.
 - b. Receive financial report summary, including account and fund activity statement, and investment report;
3. Administrator Report, including:
 - a. Goodman Contract and Work Authorizations
 - i. Ratify SUPPLEMENTAL WORK ORDER NO. 1 Old Sixth Ward Redevelopment Authority 2023 Off-System Highway Safety Improvement Program (HSIP);
 - ii. Goodman General Services Contract; and
 - iii. Goodman Work Authorization for Economic Impact Study for TIRZ extension request;
 - b. Masterson Agreement for TIRZ extension request; and
 - c. Washington Corridor and Old Sixth Ward/TIRZ 13 Phase 2 Studies.
4. Financial Matters:
 - a. Authorize payment of invoices.
5. Projects and Engineering:
 - a. Engineering Consultant’s Report, including:
 - i. Edwards and Sawyer Multimodal Improvements;
 - (1) Approve selected vendor;
 - ii. Intersection of Washington and Silver and North Memorial Way and Silver; and
 - (1) Street Signage replacement
 - iii. Hemphill:

- (1) Work Authorization for Hemphill Project.
 - b. Approve related pay estimates or change orders, work authorizations or other design, construction, or management contract administration items, and authorize other appropriate action.
6. Communications and Public Engagement.
7. Presentations from Outside Agency;
 - a. METRO.
8. Items for next meeting.
9. 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.



Clark Stockton Lord
Attorney for the Authority and the Zone

TAB 2.a.

MINUTES OF SEPTEMBER 20, 2023

AUTHORITY

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

September 20, 2023

The Board of Directors (the “Board”) of Old Sixth Ward Redevelopment Authority (the “Authority”), convened in regular session, open to the public, by telephonic or video conference, on the 20th day of September, 2023. 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	Director
Claude Anello	Director
Patrick Hall	Director
Deanna E. Soria	Director
Jo Brunhamer	Director
David Hille	Director

All members of the Board of Directors were present except Director Hall. Directors Lindsay and Anello (attended virtually), thus constituting a quorum.

Also present were Melissa Morton of the Morton Accounting Services, (“Bookkeeper”); Jessica Ortiz and Alyssa Hill of Ortiz of Carr, Riggs & Ingram, LLC, (the “Auditor”); Kyle Macy and Ashley Sowards of Edminster Hinshaw Russ & Associates, (“Engineer”/ “EHRA”); Sherry Weesner of SMW Principle Solutions, (“Administrator”); 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

CONSENT AGENDA

Approve Minutes

The Board considered approving the minutes of August 16, 2023. Upon a motion brought by Director Guercio, seconded by Director Brunhamer, the Board approved the August 16, 2023, minutes.

ADMINISTRATOR'S REPORT

Blue Tile Street Marker

Ms. Weesner updated the Board on the Blue Tile Street Markers and stated that the Engineer's office is managing the project. She noted that any charges will be a pass-through charge from the Engineer. Director Anello stated that he noticed that the Blue Tiles on Silver Street were cut in half. Ms. Weesner stated that any tiles in need of replacement can be completed by the Engineer.

Washington Corridor Study Update/ Old Sixth Ward TIRZ 13 Phase 2 Study update

Ms. Weesner reported that the kick-off to both the Washington Corridor Study and Phase 2 mobility study is progressing slowly due to administrative matters.

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 "B".

Review and possible approval of Accountant contract adjustment

Ms. Morton reviewed the Fee Adjustment Summary, a copy of which is attached hereto as Exhibit "C". She answered the Board's questions regarding the fee adjustment. After consideration, upon a motion brought by Director Brunhamer, seconded by Director Hille, the Board unanimously approved the fee adjustment, as presented.

Authorize payment of invoices

Director Hille stated that the Finance Committee reviewed the financial invoices and recommended approval. Director Neisel stated that the Project Committee reviewed the project and construction invoices and recommended approval.

After discussion, Director Hille moved that the Board approve the payment of the invoices. Director Brunhamer seconded the motion, and the motion carried.

Adopt Resolution Evidencing Review of Investment Policy and List of Qualified Brokers (the “Resolution”) and Disclosure Statement of Bookkeeper/Investment Officer

The Board recognized Mr. Lord and he presented the Board with Amended Investment Policy, a copy of which is attached hereto as Exhibit “D”. He stated that the Authority, pursuant to the Public Funds Investment Act, is required to review its investment policy and broker/dealer list annually. Mr. Lord indicated that there were no changes to the policy, but that the broker/dealer list had been updated.

Mr. Lord next stated that the Board is also required annually to complete a disclosure statement of the investment officer and bookkeeper to note any conflicts with the investments of the Authority’s funds, a copy of which is attached hereto as Exhibit “E”.

After discussion, Director Hille moved that the Board adopt the Resolution as presented and the Disclosure Statement of Bookkeeper/Investment Officer. Director Brunhamer seconded the motion and it carried unanimously.

Approve audit for fiscal year ending June 30, 2023 and authorize filing with the City of Houston (the “City”)

Ms. Ortiz presented the draft audit report for the fiscal year ending June 30, 2023, reviewed it with the Board and answered the Board’s questions. After discussion, Director Hille moved that the Board approve the audit and authorize the filing of the same with the City. Director Guercio seconded the motion, and was approved by the Board unanimously, a copy of the draft audit is attached hereto as Exhibit “F”.

PROJECTS AND ENGINEERING

Engineer’s Report

Mr. Macy presented the Engineer’s Report, including the following projects: (i) update on Edwards and Sawyer project; (ii) Silver Street – Phase I Washington Avenue & Memorial Drive Intersection Modifications, a copy of which is attached hereto as Exhibit “G”. He answered the Board’s questions regarding traffic on Silver Street during construction.

After consideration, upon a motion brought by Director Hall, seconded by Director Brunhamer, the Board unanimously approved the Hemphill Preliminary Design Work Authorization, a copy of which is attached hereto as Exhibit “H”.

COMMUNICATIONS AND PUBLIC ENGAGEMENT COMMITTEE REPORT

Silver Street Construction Communication

Director Guercio reported that Trees for Houston will be planting trees by Silver Street on November 11, 2023, at 8:30 a.m. to 12:00 p.m. and a flyer will be on the Authority/Zone's website.

ITEMS FOR NEXT MEETING

No additional items were noted.

(signature page follows)

Secretary

DRAFT

TAB 2.b.

MINUTES OF SEPTEMBER 20, 2023

ZONE

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

September 20, 2023

The Board of Directors (the “Board”) of Reinvestment Zone Number Thirteen, City of Houston, Texas (the “Zone”), convened in regular session, open to the public, by telephonic or video conference, on the 20th day of September, 2023. 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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ITEMS FOR NEXT MEETING

No additional items were noted.

(signature page follows)

Secretary

DRAFT

TAB 2.b.

FINANCIAL REPORT



**Monthly Financial Report Summary
December Board Meeting
Monday, December 18, 2023**

At the beginning of October, the Old Sixth Ward Redevelopment Authority (OSWRA) beginning Operating Fund Balance was \$5,411,672. During the months, OSWRA received \$43,201 mainly from money market interest. OSWRA processed \$371,124 in disbursements during the period. 86% of the disbursement related to payments to Traffic Systems Construction, Inc for Capital Improvement Projects (\$320,793). The ending balance as of month end November 30, 2023 was \$5,083,749.

The invoices pending approval total \$25,311.04. See attached "Unpaid Bills Detail" Report on page 3.

Capital Improvement Project spending for the period totaled \$127,136. The funds were spent mainly towards the Silver Street Improvements (\$107,783). See page 4 for the "Capital Projects Detail" Reports.

During October, the opening balance for the Texas Class investment account was \$4,784,815. We received \$21,179 in interest (5.2009%) in October. During November, the opening balance for the Texas Class investment account was \$4,805,994. We received \$20,687 in interest (5.2265%) in November. The ending balance for November is \$4,826,681. See pages 4 & 5, for "Investment" reports.

OLD SIXTH WARD REDEVELOPMENT AUTHORITY
General Operating Fund
 As of November 30, 2023

BEGINNING BALANCE : **\$ 5,411,672.36**

REVENUE

Money Market	712.66	Interest
Money Market	622.23	Interest
Texas Class Investment	21,178.98	Interest
Texas Class Investment	20,686.89	Interest

Total Revenue **43,200.76**

DISBURSEMENTS

ACH	Bracewell LP	7,356.02
ACH	SMW Principle Solutions	5,100.00
ACH	Traffic Systems Construction, Inc	320,792.74
ACH	Bracewell LP	4,336.66
ACH	Carr Riggs & Ingram	10,200.00
ACH	Edminster Hinshaw Russ	17,692.14
ACH	The Morton Accounting Services	4,896.72
ACH	City of Houston	750.00

Total Disbursements **371,124.28**

ENDING BALANCE : **\$ 5,083,748.84**

-

November 30, 2023

Interest Rate Balance

LOCATION OF ASSETS

Prosperity Money Market Account	252,969.37
Prosperity Bank Operating	4,098.25
Texas Class Investment	4,826,681.22

Total Account Balance **\$ 5,083,748.84**


Old Sixth Ward Redevelopment Authority
Unpaid Bills Detail
As of December 8, 2023

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Due Date</u>	<u>Open Balance</u>
Bracewell LLP					
Bill	11/30/2023	21969318	Admin- Meeting through November 30, 2023	12/10/2023	536.20
Total Bracewell LLP					536.20
Edminster Hinshaw Russ & Associates Inc					
Bill	11/30/2023	100945	General Engineering Consultant - \$60,000	12/10/2023	2,097.50
Bill	11/30/2023	100947	Preliminary Coordination for Hemphill Street Th...	12/10/2023	990.00
Bill	11/30/2023	100946	Sawyer & Edwards Design & Bid Phase through...	12/10/2023	4,825.00
Total Edminster Hinshaw Russ & Associates Inc					7,912.50
Goodman Corporation					
Bill	11/30/2023	11-2023-72	HSIP Submission FY23	12/10/2023	11,875.00
Total Goodman Corporation					11,875.00
SMW Prinicple Solutions, Inc.					
Bill	11/30/2023	1531	Administrative Consulting November 2023	12/10/2023	3,075.00
Total SMW Prinicple Solutions, Inc.					3,075.00
The Morton Accounting Services					
Bill	11/30/2023	2507	November 2023 CPA Services	12/30/2023	1,912.34
Total The Morton Accounting Services					1,912.34
TOTAL					25,311.04

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY
 QUARTERLY INVESTMENT REPORT
 MONTHLY FISCAL YEAR 2024
 OCTOBER 31, 2023**

Transaction Date		Government Texas Class		Activity
10/1/2023	Beginning Balance	\$ 4,784,815.35		
10/31/2023	Withdrawals	-		
10/31/2023	Deposits	-		
10/31/2023	Interest 5.2009%	21,178.98		
10/31/2023	Ending Balance	\$ 4,805,994.33		

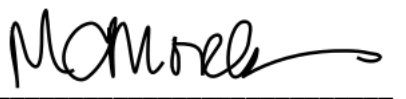
The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: 

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY
 QUARTERLY INVESTMENT REPORT
 MONTHLY FISCAL YEAR 2024
 NOVEMBER 30, 2023**

Transaction Date		Government Texas Class		Activity
11/1/2023	Beginning Balance	\$ 4,805,994.33		
11/30/2023	Withdrawals	-		
11/30/2023	Deposits	-		
11/30/2023	Interest 5.2265 %	20,686.89		
11/30/2023	Ending Balance	\$ 4,826,681.22		

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 November 2023

	<u>Jul - Nov 23</u>	<u>Jul - Nov 22</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
COH TIRZ Increment	86,248.88	0.00	86,248.88	100.0%
Interest Income Money Market	110,776.71	33,747.61	77,029.10	228.3%
Total Income	<u>197,025.59</u>	<u>33,747.61</u>	<u>163,277.98</u>	<u>483.8%</u>
Cost of Goods Sold				
Capital Improvement Project				
T-1310 Hemphill Road	5,860.00	0.00	5,860.00	100.0%
T-1317 Wash Ave Curb Sdwalk Reh	250.00	0.00	250.00	100.0%
T-1320 Imp Silver St@ Wash& Mem	30,299.75	6,803.16	23,496.59	345.4%
T-1322 Sawyer Street Multimodal	10,387.51	62,191.50	-51,803.99	-83.3%
T-1324 Silver Street Improv.	552,047.11	0.00	552,047.11	100.0%
Total Capital Improvement Project	<u>598,844.37</u>	<u>68,994.66</u>	<u>529,849.71</u>	<u>768.0%</u>
Total COGS	<u>598,844.37</u>	<u>68,994.66</u>	<u>529,849.71</u>	<u>768.0%</u>
Gross Profit	<u>-401,818.78</u>	<u>-35,247.05</u>	<u>-366,571.73</u>	<u>-1,040.0%</u>
Expense				
Bank Service Charges	26.69	162.35	-135.66	-83.6%
Program and Project Consultatnt				
Engineering Consultant	14,347.50	11,655.00	2,692.50	23.1%
Legal Fees	4,548.68	12,203.60	-7,654.92	-62.7%
Tax Consultants	1,959.00	1,947.00	12.00	0.6%
Program and Project Consultatnt - O...	11,875.00	13,000.00	-1,125.00	-8.7%
Total Program and Project Consultatnt	<u>32,730.18</u>	<u>38,805.60</u>	<u>-6,075.42</u>	<u>-15.7%</u>
TIRZ Administration & Overhead				
Accounting Fees	8,699.84	4,800.00	3,899.84	81.3%
Administration Consultant	32,653.96	33,068.20	-414.24	-1.3%
Audit Fees	10,200.00	9,400.00	800.00	8.5%
Office Expenses	4,788.00	4,788.00	0.00	0.0%
Total TIRZ Administration & Overhead	<u>56,341.80</u>	<u>52,056.20</u>	<u>4,285.60</u>	<u>8.2%</u>
Utilities	<u>750.00</u>	<u>0.00</u>	<u>750.00</u>	<u>100.0%</u>
Total Expense	<u>89,848.67</u>	<u>91,024.15</u>	<u>-1,175.48</u>	<u>-1.3%</u>
Net Ordinary Income	<u>-491,667.45</u>	<u>-126,271.20</u>	<u>-365,396.25</u>	<u>-289.4%</u>
Net Income	<u>-491,667.45</u>	<u>-126,271.20</u>	<u>-365,396.25</u>	<u>-289.4%</u>

Old Sixth Ward Redevelopment Authority
Balance Sheet Prev Year Comparison
As of November 30, 2023

	Nov 30, 23	Nov 30, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Prosperity Money Market	252,969.37	34,571.05	218,398.32	631.7%
Prosperity Operating Account	4,098.25	112,835.35	-108,737.10	-96.4%
Texas Class Investment Acct 781	4,826,681.22	3,508,003.73	1,318,677.49	37.6%
Total Checking/Savings	5,083,748.84	3,655,410.13	1,428,338.71	39.1%
Other Current Assets				
Prepaid Insurance	1,820.92	1,663.71	157.21	9.5%
Total Other Current Assets	1,820.92	1,663.71	157.21	9.5%
Total Current Assets	5,085,569.76	3,657,073.84	1,428,495.92	39.1%
TOTAL ASSETS	5,085,569.76	3,657,073.84	1,428,495.92	39.1%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	176,109.34	114,012.37	62,096.97	54.5%
Total Accounts Payable	176,109.34	114,012.37	62,096.97	54.5%
Other Current Liabilities				
Cert Of Obligation Current Prin	180,000.00	170,000.00	10,000.00	5.9%
Cert of Obligation Int Accrual	20,748.11	23,864.76	-3,116.65	-13.1%
Total Other Current Liabilities	200,748.11	193,864.76	6,883.35	3.6%
Total Current Liabilities	376,857.45	307,877.13	68,980.32	22.4%
Long Term Liabilities				
Certificate of Obligation	951,715.00	1,131,715.00	-180,000.00	-15.9%
Total Long Term Liabilities	951,715.00	1,131,715.00	-180,000.00	-15.9%
Total Liabilities	1,328,572.45	1,439,592.13	-111,019.68	-7.7%
Equity				
Fund Balance	-1,947,125.65	-1,947,125.65	0.00	0.0%
Unrestricted Net Assets	6,193,878.07	4,290,878.56	1,902,999.51	44.4%
Net Income	-489,755.11	-126,271.20	-363,483.91	-287.9%
Total Equity	3,756,997.31	2,217,481.71	1,539,515.60	69.4%
TOTAL LIABILITIES & EQUITY	5,085,569.76	3,657,073.84	1,428,495.92	39.1%

Old Sixth Ward Redevelopment Authority

Profit & Loss Detail

July through November 2023

Type	Date	Num	Name	Memo	Amount
Ordinary Income/Expense					
Income					
COH TIRZ Increment					
Gener...	07/01/2023	CPA 202...	City of Houston.	City Increment unpaid at year end	-2,217,469.41
Deposit	07/05/2023		City of Houston.	Annual Increment	2,217,469.41
Deposit	09/06/2023		City of Houston.	Annual Increment	86,248.88
Total COH TIRZ Increment					86,248.88
HISD TIRZ Increment					
Gener...	07/01/2023	CPA 202...	City of Houston.	City Increment unpaid at year end	-90,277.20
Deposit	07/05/2023		City of Houston.	Annual Increment	90,277.20
Deposit	09/06/2023		City of Houston.	Annual Increment	
Total HISD TIRZ Increment					0.00
Interest Income Money Market					
Deposit	07/31/2023			Interest	72.98
Deposit	07/31/2023			Interest	22,554.38
Deposit	08/31/2023			Interest	366.38
Deposit	08/31/2023			Interest	22,828.82
Deposit	09/30/2023			Interest	692.73
Deposit	09/30/2023			Interest	21,060.66
Deposit	10/31/2023			Interest	712.66
Deposit	10/31/2023			Interest	21,178.98
Deposit	11/30/2023			Interest	622.23
Deposit	11/30/2023			Interest	20,686.89
Total Interest Income Money Market					110,776.71
Total Income					197,025.59
Cost of Goods Sold					
Capital Improvement Project					
T-1310 Hemphill Road					
Bill	10/31/2023	100522	Edminster Hinshaw Russ & Associates Inc	Preliminary Coordination for Hemphill Street 08.28.23 - 10.1...	4,870.00
Bill	11/30/2023	100947	Edminster Hinshaw Russ & Associates Inc	Preliminary Coordination for Hemphill Street Through Nove...	990.00
Total T-1310 Hemphill Road					5,860.00
T-1317 Wash Ave Curb Sdwalk Reh					
Bill	11/06/2023	1745665	Houston Public Works	Project 51501357 2106 Washington Ave # Row	125.00
Bill	11/06/2023	1817377	Houston Public Works	Project 51501357 2106 Washington Ave # Row	125.00
Total T-1317 Wash Ave Curb Sdwalk Reh					250.00
T-1320 Imp Silver St@ Wash& Mem					
Bill	07/01/2023	98866	Edminster Hinshaw Russ & Associates Inc	Silver Street Phase I Engineering through 06.30.2023	3,363.19
Bill	08/31/2023	99213	Edminster Hinshaw Russ & Associates Inc	Silver Street Phase I Engineering through 07.31.2023	6,150.20
Bill	08/31/2023	99696	Edminster Hinshaw Russ & Associates Inc	Silver Street Phase I Engineering through 08.27.2023	11,801.45
Bill	09/30/2023	100043	Edminster Hinshaw Russ & Associates Inc	Silver Street Phase I Engineering through 09.22.2023	6,129.39
Bill	10/31/2023	100520	Edminster Hinshaw Russ & Associates Inc	Silver Street Phase I Engineering through 10.05.2023	2,855.52
Total T-1320 Imp Silver St@ Wash& Mem					30,299.75
T-1322 Sawyer Street Multimodal					
Bill	10/31/2023	100521	Edminster Hinshaw Russ & Associates Inc	Through October 2023	5,562.51
Bill	11/30/2023	100946	Edminster Hinshaw Russ & Associates Inc	Through November 2023	4,825.00
Total T-1322 Sawyer Street Multimodal					10,387.51
T-1324 Silver Street Improv.					
Bill	07/01/2023	6882	Traffic Systems Construction, Inc.	TIRZ Project No T-1324 Contract Amount \$607,607.00 Pay ...	123,471.33
Bill	07/31/2023	3912	Traffic Systems Construction, Inc.	TIRZ Project No T-1324 Contract Amount \$607,607.00 Pay ...	175,060.54
Bill	08/31/2023	6924	Traffic Systems Construction, Inc.	TIRZ Project No T-1324 Contract Amount \$607,607.00 Pay ...	145,732.20
Bill	10/04/2023	6966	Traffic Systems Construction, Inc.	TIRZ Project No T-1324 Contract Amount \$607,607.00 Pay ...	40,383.79
Bill	10/31/2023	7021	Traffic Systems Construction, Inc.	TIRZ Project No T-1324 Contract Amount \$607,607.00 Pay ...	67,399.25
Total T-1324 Silver Street Improv.					552,047.11
Total Capital Improvement Project					598,844.37
Total COGS					598,844.37
Gross Profit					-401,818.78
Expense					
Bank Service Charges					
Check	07/15/2023			Service Charge	26.69
Total Bank Service Charges					26.69

Old Sixth Ward Redevelopment Authority
Profit & Loss Detail
 July through November 2023

Type	Date	Num	Name	Memo	Amount
Program and Project Consultatnt					
Engineering Consultant					
Bill	08/31/2023	99214	Edminster Hinshaw Russ & Associates Inc	Through July 2023	3,630.00
Bill	08/31/2023	99688	Edminster Hinshaw Russ & Associates Inc	Through August 2023	2,527.50
Bill	09/30/2023	100042	Edminster Hinshaw Russ & Associates Inc	Through September 2023	2,157.50
Bill	10/31/2023	100523	Edminster Hinshaw Russ & Associates Inc	Through October 2023	3,935.00
Bill	11/30/2023	100945	Edminster Hinshaw Russ & Associates Inc	Through November 2023	2,097.50
Total Engineering Consultant					14,347.50
Legal Fees					
Bill	08/31/2023	21963730	Bracewell LLP	General Legal through August 31, 2023	3,216.02
Bill	09/30/2023	21965322	Bracewell LLP	General Legal through September 30, 2023	1,132.66
Bill	10/31/2023	21967028	Bracewell LLP	General Legal through October 31, 2023	200.00
Total Legal Fees					4,548.68
Tax Consultants					
Bill	07/01/2023	60448	Equi-Tax, Inc.	July 2023 - June 30, 2024	1,959.00
Total Tax Consultants					1,959.00
Program and Project Consultatnt - Other					
Bill	11/30/2023	11-2023-72	Goodman Corporation	HSIP Submission FY23	11,875.00
Total Program and Project Consultatnt - Other					11,875.00
Total Program and Project Consultatnt					32,730.18
TIRZ Administration & Overhead					
Accounting Fees					
Bill	09/30/2023	2475	The Morton Accounting Services	July, August, and September 2023 CPA Services	4,896.72
Bill	10/31/2023	2498	The Morton Accounting Services	October 2023 CPA Services	1,890.78
Bill	11/30/2023	2507	The Morton Accounting Services	November 2023 CPA Services	1,912.34
Total Accounting Fees					8,699.84
Administration Consultant					
Bill	07/31/2023	21961663	Bracewell LLP	Admin- Meeting through July 31, 2023	789.50
Bill	07/31/2023	1510	SMW Principle Solutions, Inc.	July 2023 Consulting	3,431.26
Bill	08/31/2023	1514	SMW Principle Solutions, Inc.	August 2023 Consulting	5,100.00
Bill	08/31/2023	21963729	Bracewell LLP	Admin- Meeting through August 31, 2023	4,140.00
Bill	09/30/2023	21965314	Bracewell LLP	Admin- Meeting through September 30, 2023	3,204.00
Bill	09/30/2023	1520	SMW Principle Solutions, Inc.	September 2023 Consulting	5,137.50
Bill	10/31/2023	1522	SMW Principle Solutions, Inc.	October 2023 Consulting	5,062.50
Bill	10/31/2023	21967027	Bracewell LLP	Admin- Meeting through October 31, 2023	2,178.00
Bill	11/30/2023	21969318	Bracewell LLP	Admin- Meeting through November 30, 2023	536.20
Bill	11/30/2023	1531	SMW Principle Solutions, Inc.	November 2023 Consulting	3,075.00
Total Administration Consultant					32,653.96
Audit Fees					
Bill	09/30/2023	17788598	Carr Riggs & Ingram LLC	YE June 30, 2023 Audit - 94-02285	10,200.00
Total Audit Fees					10,200.00
Office Expenses					
Bill	11/01/2023	181	eLsqrd Media Group	Website Development and Graphic Design	4,788.00
Total Office Expenses					4,788.00
Total TIRZ Administration & Overhead					56,341.80
Utilities					
Bill	10/06/2023	1948016	City of Houston - Encroachment	2022 and 2023 Fee (October 2022 - October 2024)	250.00
Bill	10/06/2023	1948015	City of Houston - Encroachment	2022 and 2023 Fee (October 2022 - October 2024)	250.00
Bill	10/06/2023	1948014	City of Houston - Encroachment	2022 and 2023 Fee (October 2022 - October 2024)	250.00
Total Utilities					750.00
Total Expense					89,848.67
Net Ordinary Income					-491,667.45
Net Income					-491,667.45

TAB 3.a.

GOODMAN CONTRACT AND WORK
AUTHORIZATION

TAB 3.a.i.

SUPPLEMENTAL WORK ORDER NO. 1
2023 OFF-SYSTEM HIGHWAY SAFETY
IMPROVEMENT PROGRAM



**THE GOODMAN
CORPORATION**

HOUSTON: 3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

**PROJECT
SCOPE**

PHONE: (713) 951-7951

THEGOODMANCORP.COM

**Old Sixth Ward Redevelopment Authority
2023 Off-System Highway Safety Improvement Program (HSIP)**

October 2023 - The Goodman Corporation (TGC) has significant experience and success in the development and submission of HSIP projects through the Texas Department of Transportation (TxDOT) program. We are pleased to provide this proposal to the Old Sixth Ward Redevelopment Authority (Authority) to vet, develop, coordinate, and submit application materials through this funding round. We understand that the project for submission includes the intersection at Washington and Sawyer as well as safety improvements along Sawyer from Washington Street to Crockett Street.

Task 1 – Coordinate and Submit FY22 HSIP Submission

TGC will complete the following activities through the 2023 process:

- Review crash data to identify area projects.
- Identify projects and make recommendations.
- Coordinate with City and TxDOT on proposed improvements.
- Complete benefit-cost analysis / SII calculator tool to understand project scoring/evaluation.
- Develop initial concept and coordinate with third-party engineer on cost estimates and project layout.
- Complete site visit and prepare project documentation.
- Complete project technical memorandum.
- Coordinate project scope and documentation with the City of Houston – prepare revisions as requested.
- Complete traffic analysis for new protected left turn signal (to be evaluated in all directions, Sawyer to Washington) to include traffic data collection (subtask cost of \$5,800, only used if needed).
- Coordinate match commitment with Authority; provide documentation for Board approval / signature.
- Submit final package to City of Houston.

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs (travel, overhead, printing, etc.)

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	Coordinate and Submit FY23 HSIP Submission	\$12,500
	Total	\$12,500

TAB 3.a.ii.

GOODMAN GENERAL SERVICES CONTRACT

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

CONTRACT
BY AND BETWEEN
THE GOODMAN CORPORATION
AND
OLD SIXTH WARD REDEVELOPMENT AUTHORITY

THIS CONTRACT is hereby entered into by and between **The Goodman Corporation, a Texas corporation, having an office at 3200 Travis Street Suite 200, Houston, Texas, 77006** (hereinafter referred to as “Consultant”), and Old Sixth Ward Redevelopment Authority, having its principal place of business address at 711 Louisiana Street Suite 2300, Houston, Texas 77002 (hereinafter referred to as “Client”).

WITNESSETH

WHEREAS, Client has identified the need for various professional consulting services related to transportation and mobility planning, project development, funding pursuit and grant administration support;

WHEREAS, Client will issue Work Orders and Consultant agrees to perform such services which will be governed by and subject to the terms, conditions and other provisions of this Contract;

NOW, THEREFORE, IT IS HEREBY AGREED that Client and Consultant should enter into a Contract for performance of professional services pursuant to the following terms and conditions.

ARTICLE I: SCOPE OF SERVICES

Consultant agrees to undertake, perform, and complete in an expedient, satisfactory, and proper manner all of the professional services required by Client contained within the Scope covered by Work Orders.

ARTICLE II: CONTRACT PERIOD

This Contract becomes effective when fully executed by all parties, and it will terminate on completion of all obligations by all parties. Any work performed or cost incurred before or after the contract period will be ineligible for reimbursement.

ARTICLE III: COORDINATION AND REPORTS

A. Coordination. Data, analyses, findings, and recommendations prepared in the performance of this work shall be reviewed and coordinated with Client during performance of the work program by Consultant.

B. Inspection of Work. Consultant shall permit Client to inspect and review activities relating to its performance under this Contract. Consultant shall maintain complete and accurate records with respect to its performance under this Contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times.

C. Brief Progress Reports. Consultant shall submit monthly progress reports to Client. These reports shall outline work accomplished by task during the previous month or since the last progress report. These reports shall include, but shall not be limited to, the percentage of completion of the overall work product, special problems or delays encountered or anticipated, changes in the estimated cost or the anticipated work activities for the next work period, and a brief description of work accomplished, methodologies used, and conclusions reached, if any. Progress reports shall be prepared according to a format approved by Client.

ARTICLE IV: COMPENSATION

Consultant shall be paid on a lump sum, percent of completion fee basis for the performance of the Scope of Services contained in the Work Orders.

ARTICLE V: METHOD AND SCHEDULE OF PAYMENT

A. Payment Requests. Consultant shall submit monthly invoices for services rendered on the basis of a percentage of completion per task unless otherwise specified. Invoices shall be submitted to Client accompanied by a progress report as described in ARTICLE III: Coordination and Reports. Client shall pay invoices within thirty (30) days of receipt thereof.

B. Late Payments. Any payment under the terms and conditions of this Contract made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate equal one percent (1%) above the prime rate as reported by the Wall Street Journal as of the date such payment was due and payable.

C. Adjustments. In the event of a change in scope, complexity, or character of the work to be performed, and with the concurrence of both Client and Consultant, the fees specified in ARTICLE IV: Compensation may be adjusted in accordance with the provision of ARTICLE VI: Changes of this Contract by amending the Contract.

D. Final Payment. Consultant shall submit a final invoice, so designated, for the contracted work within thirty (30) days of the close of this Contract.

ARTICLE VI: CHANGES

Client, from time to time, may require changes to Work Orders in the form of modifications, supplements, additions, or omissions. In the event Consultant believes that modifications, supplements, additions, or omissions will entitle Consultant to an adjustment in time or compensation of performance, Consultant shall notify Client in writing. Changes which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written amendment or Work Order to this Contract.

ARTICLE VII: OWNERSHIP OF MATERIALS

All maps, drawings, documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Contract, shall become the property of Client upon completion of this Contract, or in the event of termination or cancellation thereof, at the time of payment under ARTICLE IV: Compensation for work performed. All such data and material shall be furnished to Client on request. All documents, including, but not limited to, drawings, specifications, and data or programs stored electronically, prepared by Consultant pursuant to this Contract are related exclusively to the services described herein. Any reuse without written verification of adaptation by Consultant to specific purposes intended will be at Client's sole risk and without liability or legal exposure to Consultant.

ARTICLE VIII: TERMINATION

Client, may terminate this Contract or Work Order, in whole or in part, when it is in the Client's interest through written notice provided a minimum of thirty (30) days prior to the contract termination date. If this Contract or Work Order is terminated, the Client shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

A. Procedure. In the event of such termination prior to completion of the Work Order, Client agrees to pay Consultant for work actually performed. Consultant shall submit a final invoice, so designated, for the contracted work actually completed less payment of any compensation previously paid.

B. Default. Client may, by written notice of default to Consultant, terminate the whole or any part of this Contract or Work Order in any one of the following circumstances:

1) If Consultant fails to perform the work called for by such Work Order within the time specified therein or any extension thereof; or

2) If Consultant fails to perform any of the other provisions of such Work Order, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Client in writing) after receiving notice of default.

In such event, Consultant shall be paid for professional services for work actually performed, based upon the judgment of Client to the date of notification of default, less payment of any compensation previously paid.

ARTICLE IX: PROHIBITED INTEREST

No employee, officer, or agent of Client shall participate in selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

the employee, officer, or agent;

any member of his or her immediate family;

his or her partner; or

an organization which employs, or is about to employ, such individuals;

has a financial or other interest in the firm selected for award. Client's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant, potential consultants, or parties of subcontracts with this Contract.

ARTICLE X - ASSIGNABILITY

Consultant may subcontract a portion of the services to be performed hereunder to firms with complementary disciplines to perform the Scope of Services contained in Work Order. All subconsultants retained by Consultant shall adhere to the terms of this Contract. Consultant shall not assign this Contract or Work Order without prior written consent with the Client. If any portion of this Contract or Work Order is assigned, Consultant shall not be relieved from any of the terms of this Contract.

ARTICLE XI - SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and all other provisions shall remain in full force and effect. If any provision of this Contract is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

ARTICLE XII – VENUE

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with the Contract shall lie exclusively within Harris County, Texas.

ARTICLE XIII: COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach of violation of this warranty, Client shall have the right to annul this Contract without liability, or at its discretion to deduct from this Contract, the price of consideration or otherwise recover the

full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XIV: INDEMNIFICATION

Consultant shall indemnify and hold harmless Client, its officers, agents, and employees against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Consultant hereunder.

ARTICLE XV: ACCESS TO RECORDS

Consultant agrees that Client shall have, until the expiration of three (3) years after termination or expiration of this Contract, access to and right to examine any directly pertinent documents, papers, and records developed by Consultant as a part of its work under this Contract.

ARTICLE XVI: FORCE MAJEURE EVENT

Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as

but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party (“Force Majeure Event”).

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

ARTICLE XVII: STATE LAW REQUIREMENTS

For purposes of compliance with Section 2252.152, Texas Government Code, as amended, Consultant hereby represents and warrants that, at the time of this Contract, neither Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code.

Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission’s electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the rules promulgated by the Texas Ethics Commission (“Form 1295”), in connection with entry into this Contract. Upon receipt of Consultant’s Form 1295, Client agrees to acknowledge Consultant’s Form 1295 through its electronic filing application. Client and Consultant understand and agree that, with the exception of information identifying Consultant and the contract identification number, Client is not responsible for the information contained in Consultant’s Form 1295 and Client has not verified such information.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate originals and it shall be effective the ____th day of _____ 2023.

THE GOODMAN CORPORATION

BY: _____

Barry M. Goodman
President

OLD SIXTH WARD REVELOPMENT AUTHORITY

BY: _____

Name: _____

Title: _____

TAB 3.a.iii

GOODMAN ECONOMIC IMPACT STUDY
AND WORK ORDER #1

Old Sixth Ward Redevelopment Authority Economic Impact Study

December 2023

It is our understanding that the Authority endeavors a life extension as the current duration of the Zone is 30 years, and was originally established on December 22, 1998 – hence an expiration of December 22, 2028. An extension is necessary to deliver several important infrastructure projects to better support the economic vitality of the area. City of Houston (COH) Tax Increment Reinvestment Zone (TIRZ) policy put in place in August 2023 identifies the following actions which require the completion of an economic impact study:

- All TIRZ creation or modification actions should result in a demonstrable, positive economic impact...within the zone boundaries and/or adjacent communities.
- TIRZ proposals [for creation or modification] must be accompanied by an Economic Impact Study of commercial activity that demonstrates the ability of the proposed TIRZ to meet its stated goals including revenue projections, reflect planned investments relating to new development and redevelopment, and consider the characteristic of existing vertical assets the condition of infrastructure and a plan to attract additional private investment.
- TIRZ proposals must be accompanied by an Economic Impact Study that demonstrates the ability of the proposed TIRZ to meet its stated goals including revenue projections.
- The City should not support TIRZ extensions which are not accompanied by an Economic Impact Study which demonstrates the TIRZ's history of meeting its objectives as defined in the Project and Financing Plan and the zone's ability to meet the stated goals of the proposed extension.

Additionally, as it relates to a life extension, the policy states:

- Proposals for a life extension must meet the following guidelines to be considered:
 - The TIRZ board-approved updated project plan containing the project(s) to be funded with the additional revenue generated from the life extension, the cost estimates of the new projects and the revenue projection.
 - The TIRZ board-approved updated project plan containing the project(s) to be funded with the additional revenue generated from the life extension, the cost estimates of the new projects and the revenue projection.
 - A financial projection to confirm the life extension is necessary to support the proposed projects and/or the debt service requirement if the project will be financed (bond, loan, or line of credit) required.

- A narrative summary of the need for the life extension that highlights the public infrastructure needs of the zone and how the capital projects funded from the revenue generated from the life extension would address these public infrastructure needs.
- A report reflecting the TIRZ's progress status of generated revenue from the creation date, completed projects, financial gap analysis that reflects the inability to complete the projects reflected in the original project plan and how the life extension will close the gap; assessment of changing market, economic, or infrastructure conditions that will influence future growth.
- An Economic Impact Study.
- Evidence to support that the life extension would attract substantial redevelopment projects (10% of Base Value or more in private investment) over the first five (5) years of the extended term.

As such, this proposal will allow the Economic Development Practice group of The Goodman Corporation (TGC) to complete an economic impact study which supports how the life extension will close the gap in completing projects in the original project plan, an assessment of market, economic, and infrastructure conditions which influence growth, evidence to support the life extension will attract substantial redevelopment projects within the first five years of the extended term,

Task 1 – Economic Impact Study

Description: TGC will complete the following activities to complete the required study. TGC will coordinate closely with Masterson Advisors (MA) throughout the process to ensure that existing (base) and future (projection) financial information is accurate and consistent:

- A. Review the base conditions of the Zone relative to HCAD to understand the current value, conditions of assets within the Zone, and recent trends (10 years) in both. This will be done by assigning several different areas within the Zone and examining trends.
- B. Complete a baseline market assessment of the Zone which identifies shortcomings and opportunities for expansion. Includes interviews with developers and property holders (up to five) to understand their vision for development in the area and to document how existing infrastructure may be impacting the ability for additional development. Will request list of individuals from Zone. TGC will utilize CoStar, ESRI, and other datasets in completing the assessment.
- C. Obtain from MA current financial projections for the Zone; coordinate with Administrator to understand and document contractual and other obligations, that remain through the current duration of the Zone.
- D. Hold a kickoff meeting with the Zone Administrator to understand and document:
 - a. The Zone's history in meeting its objectives as defined in the project and financing plan.
 - b. Current thought processes on extension duration.
 - c. Which projects the Zone would complete with the current funding pro-forma.
 - d. Identify which projects the Zone would like to complete and the rationale for the extension.

- e. Work with Administrator to understand full financial plan cognizant of grants and other funding sources to deliver the projects otherwise made possible via the extension.
- E. Gather and document information on the project(s) scope, limit, cost, and impacts on area development and public health, safety, and welfare. Identify and document existing conditions for a baseline comparison. This assumes that the Authority has existing planning documentation which exists for the projects to be completed in the future.
- F. Document baseline condition scenario which outlines a financial project, development projection, and overall value and conditions of assets without the extension of the Zone.
- G. Document up to three proposed condition scenarios (poor, moderate, good) which outline a financial projection, development projection, and overall value and condition of assets with the extension of the Zone.
- H. Identification of how, why, and to what extent development would occur within the proposed condition scenarios, based on comparisons, data, interviews, and reasonable assumptions. This exercise will include the completion of several before and after comparisons of infrastructure projects which are constructed in the City of Houston and document their impact on development and taxable value growth. This information will serve as one factor in the generation of the projections.
 - a. Potential comps include but are not limited to:
 - i. Memorial Drive (BW-8 to Tallowood)
 - ii. Westheimer Road (Kirby to Shepherd)
 - iii. Kirby Drive (Westheimer to Alabama)
 - iv. Bagby Street (Pierce to Westheimer)
- I. Documentation that verifies that the life extension will attract substantial redevelopment per the COH thresholds.
- J. A narrative summary executive summary and conclusion which summarizes the need for the life extension that highlights the public infrastructure needs of the zone and how the capital projects funded from the revenue generated from the life extension would address these public infrastructure needs.

Project Budget

Progress payments will be provided monthly per the table below. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

Task	Description	Cost
1	Economic Impact Study	\$71,661
	Total Authorized	\$71,661

Level of Effort

Category	Category Rate	OSWRDA EIA									Totals	
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9		
		Base Review	Market Analysis	Financials	Zone Coordination	Infrastructure	Baseline Condition	Comp Analysis	Proposed Conditions	Narrative and Plan Production		
Admin I	\$95.33											
Associate I	\$103.27											
Associate II	\$119.16										20	\$2,383
Associate III	\$142.99									40		\$5,720
Senior Associate I	\$158.88											
Senior Associate II	\$174.77	24	95		2		20	80	80	20		\$56,101
Senior Associate III	\$190.66											
Principal I	\$206.55											
Principal II	\$246.27					16						\$3,940
Principal III	\$293.08			8	2	2						\$3,517
Engineer Associate I	\$103.27											
Engineer Associate II	\$119.16											
Engineer Associate III	\$146.96											
Engineer Senior Associate I	\$162.85											
Engineer Senior Associate II	\$178.74											
Engineer Senior Associate III	\$198.60											
Engineer Principal I	\$214.49											
Engineer Principal II	\$254.21											
Engineer Principal III	\$309.82											
Staff Hours By Task		24	95	8	4	18	20	120	80	40		\$71,661
Subtotals												
Subtotal: Staff Expense		\$4,194	\$16,603	\$2,345	\$936	\$4,526	\$3,495	\$19,701	\$13,982	\$5,879		\$71,661
Subtotal: Other Direct Expenses												
Subtotal: Sub-Contractor												
Totals		\$4,194	\$16,603	\$2,345	\$936	\$4,526	\$3,495	\$19,701	\$13,982	\$5,879		\$71,661

ATTACHMENT A
SUPPLEMENTAL WORK ORDER NO. 1
to the Original Contract (DM #) dated 12/x/2023

This Supplemental Work Order No. 1 (this “Work Order”) is issued subject to and is governed by the original agreement between Old Sixth Ward Redevelopment Authority and Consultant date as of December, 14, 2023 (the “Contract”).

Work Order No. 1 Date: 12/14/2023

Consultant: The Goodman Corporation

Type of Compensation: Lump Sum

Compensation: \$71,661.00

Location of Services: Houston, TX

Description of Services: Economic Impact Study – Exhibit A

Schedule Requirements: Commencement of Services: 12/14/2023

Completion of Services: 12/13/2024

Client:

OLD SIXTH WARD REDEVELOPMENT
AUTHORITY

Consultant:

THE GOODMAN CORPOORATOIN

By: _____

Name: _____

Date: _____

By: _____

Jim Webb, CEO

Date: _____

EXHIBIT A (as attached)

TAB 3.b.

MASTERSON AGREEMENT

MUNICIPAL ADVISOR ENGAGEMENT LETTER

OLD SIXTH WARD REDEVELOPMENT AUTHORITY TAX INCREMENT REINVESTMENT ZONE NUMBER THIRTEEN

MASTERTON ADVISORS LLC (“Municipal Advisor” or “MALLC”) appreciates the opportunity to serve as municipal advisor to **OLD SIXTH WARD REDEVELOPMENT AUTHORITY, TAX INCREMENT REINVESTMENT ZONE NUMBER THIRTEEN** (“Client” or the “Authority”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the “Effective Date”).

1. Scope of Services.

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

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

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

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

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

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

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

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

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

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

3 Fiduciary Duty

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

Duty of Care:

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

Duty of Loyalty:

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

4. Term of this Engagement.

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

5. Compensation.

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

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

6. **Required Disclosures.**

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

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

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

7. **Recommendations**

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

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

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

8. Record Retention

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

9. Waiver of Jury Trial.

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

10. Choice of Law.

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

11. Binding Effect; Assignment.

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

12. Entire Agreement.

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

13. Severability.

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

14. No Third Party Beneficiary.

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

15. Authority.

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

DREW MASTERSON, MANAGING DIRECTOR, MASTERSON ADVISORS LLC

16. Counterparts.

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

17. Municipal Securities Rulemaking Board Rule G-10 Disclosure

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

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

MASTERTSON ADVISORS LLC

By: _____
Drew Masterson
Managing Director

Date: _____

ACCEPTED AND AGREED:

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY
TAX INCREMENT REINVESTMENT ZONE NUMBER THIRTEEN**

By: _____

Title: _____

Date: _____

CITY OF HOUSTON, TEXAS

By: _____

Title: _____

Date: _____

APPENDIX A
SCOPE OF SERVICES

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

Activities

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

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

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

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

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

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

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

D. **Ongoing Services (billed hourly):**

1. Assist in cash flows and budgeting based on project needs, grant opportunities and minimum fund balance requirements
2. Assist with scenarios on growth projections, value adjustments and impact to increment
3. Assist with bonding capacity based on above
4. Assist with scenarios and cash flow impact of annexations and extension
5. Assist with developer agreement cash flows and increment projections
6. Assist with developer agreement review for appropriate project reimbursement and other "asks" of developer
7. Other agreed upon tasks between Client and Municipal Advisor

**APPENDIX B
COMPENSATION**

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

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

Minimum Fee \$25,000

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

If we are requested to perform financial advisory services for the Authority as described in "Appendix A: Scope of Services" Sections B and D, such tasks will be billed at the hourly rates shown below based on the time spent by the personnel who work on the matter. Matters outside of our scope of services will be discussed and agreed upon between MALLC and the Client before.

The fees due MALLC for additional financial advisory services shall be calculated on an hourly basis in accordance with the fee schedule set forth below:

Position	Rate per Hour
Managing Director/Director	\$500.00
Senior Vice President/Vice President	\$450.00
Assistant Vice President	\$300.00
Associate	\$225.00
Analyst	\$200.00
Clerical/Administrative	\$100.00

Municipal Advisor bills in quarter-hour increments.

APPENDIX C
DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

Part A - Conflicts of Interest and Other Matters Requiring Disclosures

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients, which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of Masterson Advisors, LLC (Masterson) and its associated persons.

The following are potential conflicts of interest to be considered.

- Masterson represents that in connection with the issuance of municipal securities, Masterson may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Masterson hereby discloses, that such contingent and/or transactional compensation may present a potential conflict of interest regarding Masterson's ability to provide unbiased advice to undertake such transaction. The contingent fee arrangement creates an incentive for Masterson to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise Client to increase the size of the issue. This potential conflict of interest will not impair Masterson's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- Masterson's fees under this potential agreement may be based on hourly fees of Masterson's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for Masterson to recommend alternatives that would result in more hours worked. This conflict of interest will not impair Masterson's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- Masterson's fees under this potential agreement may be a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Masterson may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair Masterson's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Client.
- The fee paid to Masterson increases the cost of investment to the Client. The increased cost occurs from compensating Masterson for municipal advisory services provided.
- Masterson serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another Masterson client. For example, Masterson serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Masterson could potentially face a conflict of interest arising from these competing client interests. Masterson fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.
- Masterson does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Masterson.
- Masterson has not made any payments directly or indirectly to obtain or retain the Client's municipal advisory business.
- Masterson has not received any payments from third parties to enlist Masterson's recommendation to the Client of its services, any municipal securities transaction or any municipal finance product.
- Masterson has not engaged in any fee-splitting arrangements involving Masterson and any provider of investments or services to the Client.
- Masterson does not have any legal or disciplinary event that is material to the Client's evaluation of the municipal advisor or the integrity of its management or advisory personnel.
 - Masterson does not act as principal in any of the transaction(s) related to this Agreement.

Part B - Legal Events and Disciplinary History

Masterson does not have any reportable legal or disciplinary events that are material to the Client's evaluation of Masterson, or the integrity of Masterson's management or advisory personnel, disclosed, or that should be disclosed on any Form MA or Form MA-I filed with the SEC. Form MA and MA-I include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. The Client may electronically access Masterson's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html. For purposes of accessing reports, Masterson's CIK number is 0001733756 and SEC number is 867-02338.

PART C - Future Supplemental Disclosures

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

Part D – Municipal Securities Rulemaking Board Rule G-10 Disclosure

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

- Masterson is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules, along with how to file a complaint with financial regulatory authorities.

TAB 5.a.

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 14, 2023

Date of Board Meeting: December 18, 2023

Engineer: Kyle Macy, P.E.

Signature

Agenda Item 5 a-c, Engineering

a. 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

The Edwards and Sawyer Street project bid open was held on November 28, 2023. EHRA has prepared a Letter of Recommendation to Award. This letter is attached to this report.

ACTION ITEM: Award Construction Contract

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

The contractor for the Silver Street project is nearing completion. EHRA has maintained continuous coordination between the contractor, Center Point (CPE), and HPW for final streetlight items. During CPE's removal of the existing streetlight at the northeast corner of Silver Street and Washington Avenue, existing wire required for the new streetlight installation was damaged. The TIRZ contractor is working to repair the damaged wire so that CPE can finish streetlight installation. Once all streetlights have been installed the traffic signal can be activated.

ACTION ITEM: None at this time

iii. Preliminary Coordination for Hemphill Street –

3. UPDATE: Hemphill Street Reconstruction
Work Authorization No. T-1310-WA1-2023

EHRA received approval from the HPW drainage group on October 18, 2023. A work authorization for Design and Bid Phase Services has been prepared and attached to this report.

ACTION ITEM: Approve Design and Bid Phase Work Authorization

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

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

c. Other matters, if any –

i. T-1399 - Safe Intersection Crossing and Sidewalk Program –

EHRA and the TIRZ 13 Administrator conducted a site visit to review existing sidewalk conditions throughout the zone and are discussing project scope. EHRA is currently finalizing recommendations for this project.

**T.I.R.Z. NO. 13/OLD SIXTH WARD REDEVELOPMENT AUTHORITY
WORK AUTHORIZATION SUMMARY - (THROUGH DECEMBER 14, 2023)**



**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	Construction	Washington Avenue and Memorial Drive intersection modifications to install traffic signal at Washington & Silver Street and remove ramps at Memorial & Silver.	WA: \$38,000.00 Construction: \$607,607.00	WA: \$34,200 Construction: \$455,700	WA: 90% Construction: 75%	NA	Q3/Q4 2023
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	\$123,000.00	90%	Q4 2023	Q4 2023
T-1310-WA1-2023	Preliminary Coordination	Hemphill Street reconstruction to include sidewalk and storm water improvements.	\$10,000.00	\$10,000.00	100%	Q3 2024	Q2 2025

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.
7	2/8/2023	Contract execution.
8	4/17/2023	Construction hold pending traffic signal items.
9	6/8/2023	Construction Mobilization
10	8/9/2023	Active Construction – Traffic Signal Installation
11	9/14/2023	Active Construction – Intersection Improvements at Washington & Traffic Signal Installation
12	10/12/2023	Active Construction – Final Traffic Signal Wiring & Conduit Tests & Center Point Street Light Removal.
13	12/14/2023	Active Construction – Final CPE & Pedestrian Signal Installations

CIP 1322 & 1325 – Sawyer & Edwards (Design & Bid)		
Item	Date / Window	Description
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	12/27/2022	HPW 60% Review Complete
6	2/1/2023	90% Submittal to HPW
7	5/22/2023	100% Submittal to HPW
8	6/8/2023	HPW 100% Review in Progress
9	8/9/2023	HPW Final Review & Signatures
10	9/14/2023	HPW Final Review & Signatures
11	10/12/2023	Received HPW Signatures
12	12/14/2023	Bid Open & Award

December 13, 2023

Mr. Phil Neisel
TIRZ 13 Chair
Old 6th Ward Redevelopment Authority (“the Authority”)
c/o Bracewell LLP
711 Louisiana Street Suite 2300
Houston, TX 77002

Attn: Old 6th Ward Redevelopment Authority/TIRZ 13
Re: **Sawyer Street & Edwards Street Multimodal Improvements**
WBS NO. N-T13000-0004-7 (T-1322)

Dear Mr. Neisel:

On November 28, 2023, one (1) bid was received on the above referenced project.

The bid submittal has been reviewed and checked for mathematical errors and/or bid irregularities. In reviewing the submittal, the Contractors’ cost computations were verified and there were no bid irregularities. A copy of the bid tabulation is attached for your use. The bid is summarized as follows:

Lowest Responsive Bidder – Main Lane Industries, LTD **\$1,086,101.00**

EHRA does not recommend a re-bid of the Sawyer Street and Edwards Street Project for the following reasons:

- Per public CivCast records, the project was downloaded and viewed by 25+ general contractors.
- EHRA conducted follow up coordination with contractors that viewed but did not bid on the project.
 - Contractors indicated that the size and type of specialized work this project contains was a key factor in deciding not to submit a bid.
 - Contractors indicated that construction schedules, recently awarded projects, and crew resources on their end were key factors in deciding not to submit a bid.
- Due to unique components of the project and continuously changing materials costs, the received bid is within appropriate scope cost.

We have received satisfactory reviews from references, experience, and work history of similar projects with Main Lane Industries, LTD. Based on the Contractor’s history of completing many projects in the City of Houston, we consider them suitable for completing construction services for the project. We, therefore, have no objection to awarding the contract for this project to Main Lane Industries, LTD.

If you need further information along with this request, please contact me.

Kind Regards,


Kyle Macy, P.E.
Project Manager

TAB 5.A.iii

WORK ORDER FOR HEMPHILL STREET
IMPROVEMENTS



**TIRZ NO. 13/OLD 6TH WARD REDEVELOPMENT AUTHORITY
WORK ORDER AUTHORIZATION NO. 23-04
(T-1310) HEMPHILL STREET IMPROVEMENTS
EHRA PROJECT NO. 021-001-23-04
DECEMBER 13, 2023**

On August 25, 2003, Old 6th Ward Redevelopment Authority and Tax Increment Reinvestment Zone Number 13 (“TIRZ 13”) and Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (“EHRA” or “Engineer”) entered into a Consultant Contract Agreement (the “Agreement”) for professional services to be performed on a periodic basis pursuant to individual Work Authorizations. This is Work Authorization No. 23-04, and as such, all terms of the Agreement will apply herein except in cases of conflicts between this Work Authorization No. 23-04 (this “Authorization”) and the Agreement. In such instances, the terms of this Authorization will control.

The Hemphill Street Improvements project (the “Project”) is located within Historic Old 6th Ward and currently exists as a 17-foot-wide street with roadside ditches. The extent of the proposed Project along Hemphill Street is from Lubbock Street on the south end to Washington Avenue on the north end. The roadway is primarily bounded by residential property owners south of Union Street and commercial property owners between Union Street and Washington Avenue. The objective of the proposed improvements is to convert the existing 17-foot wide street with roadside ditches to curb and gutter with 10-foot lanes as recommended by the City of Houston (COH).

Engineer will provide professional engineering services to support Hemphill Improvements as follows:

SCOPE OF SERVICES

A. BASIC SERVICES

1. Design Phase Services

As represented in the Capital Improvements Projects (CIP) list for TIRZ 13 the Hemphill Reconstruction project has been discussed among the TIRZ 13 board, and with the COH not only in the current CIP, but in years past. Previous work leading up to this design work authorization includes, but is not limited to, the following:

- Design Concept Report (DCR) – As directed by TIRZ 13, EHRA prepared a DCR for this project and that DCR was approved May 24, 2021. EHRA revised the DCR Intake Form, in accordance with continued discussions with the COH, and submitted said form on

October 25, 2023. That DCR was subsequently acknowledged and accepted by the COH.

- Variance Request – Signed and dated February 9, 2021, EHRA acquired an approved variance request for City Funded Projects for the proposed pavement width of Hemphill Street. The approval allows for design from the minimum standard in the COH Infrastructure Design Manual of a 26-foot pavement width to the proposed 20-foot pavement width on this project. This approval was provided with the following recommendation:

“Approved for 20 ft wide pavement width on Hemphill Street between Washinton Avenue and Lubbock Street due to existing encroachments in the right of way and to provide additional space for pedestrian realm. Parking should be restricted on one side of Hemphill Street. Please coordinate with Transportation and Drainage Operations for the location of no parking signs.”

- The aforementioned approved DCR provides guidance for design regarding storm sewer design and will be used accordingly. Subsequently, Engineer will prepare the construction plan set for the Project which will consist of sheets as follows:
 - a. Cover Sheet
 - b. General Notes
 - c. Schedule of Quantities
 - d. Survey Control
 - e. Project Layout
 - f. Demolition
 - g. Existing and Proposed Typical Sections
 - h. Plan and profile sheets for all water, wastewater, stormwater and paving improvements.
 - i. Signage and Striping
 - j. Traffic Control and Construction Phasing
 - k. Storm Water Pollution Prevention Plan
 - l. Tree Schedule and Protection Plan (if required)
 - m. Construction detail sheets for water, wastewater and stormwater facilities, paving, striping, erosion control, tree protection and amenities.
- EHRA will coordinate with CenterPoint and AT&T to obtain plan approval.

- Field Reconnaissance: Conduct field visits as required to understand existing conditions and project constraints throughout design development.

Established mature trees exist along the proposed scoped limit and as such the Urban Forestry group with the COH will be consulted. A tree protection plan will be included with the construction plans as required by HPW in accordance with the COH Street Tree Ordinance.

Engineer will also prepare a set of detailed quantities and applicable construction specifications and/or references suitable for bidding.

Engineer has estimated the fee for the Design Phase Services to be \$145,400.00.

2. Bid Phase Services

The project team will provide the following:

- Prepare contract documents.
- Advertise for Bids.
- Conduct Pre-bid meeting.
- Conduct Bid Opening meeting.
- Tabulate Bids and prepare Recommendation of Award for approval.
- Provide Notice of Award.

Engineer has estimated the fee for the Bid Phase Services to be \$8,500.00. Engineer will not exceed this estimated fee without prior written authorization by Client.

B. REIMBURSABLE EXPENSES

Reimbursable expenses are estimated not to exceed \$8,000.00.

C. ADDITIONAL SERVICES

Additional Services are based on time and material basis. If any Additional Services are required, Engineer will notify the Projects Committee prior to commencing work. The budget for each is service is listed below:

1. Topographic Surveying Services

Survey work will be performed in substantial compliance with Chapter 2 of the City of Houston Department of Public Works and Engineering Design Manual.



Provide an Updated Topographical Survey for the purpose of locating any new features which may have been constructed or removed from within the Project Limits after the original field survey performed during March 2020.

Engineer has estimated the fee for the Topographic Survey to be \$5,500.00. Engineer will not exceed this estimated fee without prior written authorization by Client.

2. TDLR Review

A Registered Accessible Specialist (RAS) will perform a TDLR Review of the Final Plan Set as required by the State of Texas for compliance with ADA guidelines.

Engineer has estimated the fee for the TDLR Review to be \$1,500.00. Engineer will not exceed this estimated fee without prior written authorization by Client.

3. Geotechnical Report

Geotechnical Engineer will perform field exploration, laboratory testing and the preparation of a Geotechnical Engineering Report in accordance with the requirements in the "City of Houston Department of Public Works and Engineering Infrastructure Design Manual".

This work will be coordinated by the Engineer and contracted directly with TIRZ in a separate proposal from the Geotechnical Engineer.

Engineer has estimated the fee for the Geotechnical Report to be \$6,000.00. Engineer will not exceed this estimated fee without prior written authorization by Client.

4. Environmental Site Assessment (ESA)

An ESA will be performed in accordance with ASTM Standard Practice E 1527-05 and the "City of Houston Department of Public Works and Engineering Infrastructure Design Manual," Chapter 11.25. The objective of the ESA will be to identify, to the extent feasible pursuant to the processes prescribed in ASTM Standard Practice E 1527-05, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," *recognized environmental conditions* in connection with the subject property which could adversely impact the roadway expansion project. Strict confidentiality will be maintained during all stages of the investigation. The Scope of Service for the ESA is designed to address, among other things, CERCLA innocent landowner liability protections for state and local governments as contained in CERCLA 42 U.S.C. §§ 9601 Sections 101(20)(D) and 101(35)(A)(ii).

Engineer has estimated the fee for the ESA to be \$5,000.00. Engineer will not exceed this estimated fee without prior written authorization by Client.

5. Public Engagement

If Public Engagement in addition to the currently updated TIRZ 13 website and Public Board Meetings is required, EHRA will engage an MWBE firm to conduct public engagements as recommended by the TIRZ and HPW. Anticipated public meetings not to exceed 1 event.

Engineer has estimated the fee for the Public Engagement to be \$10,000.00. Engineer will not exceed this estimated fee without prior written authorization by Client.

6. Subsurface Utility Engineering (SUE)

Locate underground utilities/conflict resolution.

Engineer has estimated the fee for the SUE to be \$10,000.00. Engineer will not exceed this estimated fee without prior written authorization by Client.

7. Streetlight Coordination

Coordination with HPW regarding City requested streetlight improvements and implement HPW's streetlight design into final plan set. Provide HPW with the requested plan set and topographic survey data required for Streetlight Group's design. Coordination with CPE for Streetlight Agreement, payment, and construction schedule

Engineer has estimated the fee for the Streetlight Coordination to be \$6,000.00. Engineer will not exceed this estimated fee without prior written authorization by Client.

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COMPENSATION

A. BASIC SERVICES

1. Design Phase Services (Lump Sum)	\$145,400.00
2. Bid Phase Services (Lump Sum)	<u>\$8,500.00</u>
Subtotal Basic Services	\$153,900.00

B. REIMBURSABLE EXPENSES

• Estimated Reimbursable Expenses	<u>\$8,000.00</u>
Subtotal Reimbursable Expenses	\$8,000.00

C. ADDITIONAL SERVICES (IF REQUIRED)

1. Topographic Survey Services (Hourly)	\$5,500.00
2. TDLR Review (Hourly)	\$1,500.00
3. Geotechnical Report (Separate Contract)	\$6,000.00
4. Environmental Site Assessment (Hourly)	\$5,000.00
5. Public Engagement (Hourly)	\$10,000.00
6. Subsurface Utility Engineering (Hourly)	\$10,000.00
7. Streetlight Coordination (Hourly)	<u>\$6,000.00</u>
Subtotal Additional Services	\$44,000.00

TOTAL WORK AUTHORIZATION **\$205,900.00**

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above-written.

**OLD 6TH WARD
REDEVELOPMENT AUTHORITY**

**TAX INCREMENT REINVESTMENT
ZONE NO. 13, HOUSTON, TEXAS**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSULTANT:

**EDMINSTER, HINSHAW, RUSS
& ASSOCIATES, INC. d/b/a EHRA**

Kyle Macy

By: _____

Name: Kyle J. Macy, P.E.

Title: Project Manager

Date: 12 / 13 / 2023

CONSULTANT:

**EDMINSTER, HINSHAW, RUSS
& ASSOCIATES, INC. d/b/a EHRA**

Hasan Syed

By: _____

Name: Hasan Syed, P.E.

Title: Senior Principal

Date: 12 / 13 / 2023



Signature Certificate

Reference number: HRHWH-YTNT3-VVF8V-YM3WK

Signer

Timestamp

Signature

Kyle Macy

Email: kmacy@ehrainc.com

Sent: 13 Dec 2023 20:10:31 UTC
Viewed: 13 Dec 2023 20:14:00 UTC
Signed: 13 Dec 2023 20:30:12 UTC



Recipient Verification:

✓Email verified 13 Dec 2023 20:14:00 UTC

IP address: 50.230.36.74
Location: Houston, United States

Hasan Syed

Email: hsyed@ehra.team

Sent: 13 Dec 2023 20:10:31 UTC
Viewed: 13 Dec 2023 20:55:45 UTC
Signed: 13 Dec 2023 20:56:36 UTC



Recipient Verification:

✓Email verified 13 Dec 2023 20:55:45 UTC

IP address: 50.230.36.74
Location: Houston, United States

Document completed by all parties on:

13 Dec 2023 20:56:36 UTC

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