



**MIDTOWN REDEVELOPMENT AUTHORITY
and**

**REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND THE MIDTOWN REINVESTMENT ZONE AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a **joint special** meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone to be held on **Thursday, December 12, 2019 at 12:30 P.M.** on the **3rd Floor of the Houston Exponential Center, 410 Pierce Street, Suite 355, Houston, Texas 77002**. The Board of Directors of each of the Authority and the Midtown Reinvestment Zone will (i) consider, present and discuss orders, resolutions or motions; (ii) adopt, approve and ratify such orders, resolutions or motions; and (iii) take other actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order and Introduction of Guests.
2. Public Comment.
3. Consent Agenda for the Midtown Reinvestment Zone:
 - a. Minutes for October 31, 2019.
4. Consent Agenda for the Authority:
 - a. Minutes for October 31, 2019;
 - b. Monthly financial reports for October 2019;
 - c. Invoices from Trustee and Operating Accounts for November & December 2019.
5. Investment Report for Quarter ending September 30, 2019.
6. Investment Policy
7. Midtown Reinvestment Zone and Midtown Redevelopment Authority Resolution Authorizing Refunding Bonds;
 - a. Resolution authorizing the issuance of Midtown Redevelopment Authority Tax Increment Contract Revenue and Refunding Bonds, Series 2020; approving and designating a Pricing Committee to determine method of sale and matters

related to the Bonds; approving other agreements related to such Bonds; making findings and provisions relating to such Bonds and matters incident thereto.

b. Resolution of Reinvestment Zone Number Two, City of Houston, Texas approving the adoption of a Resolution authorizing the issuance of Midtown Redevelopment Authority Tax Increment Contract Revenue Refunding Bonds, Series 2020; approving a Pricing Certificate; approving other agreements related to such Bonds; making findings and provisions relating to such Bonds and matters incident thereto.

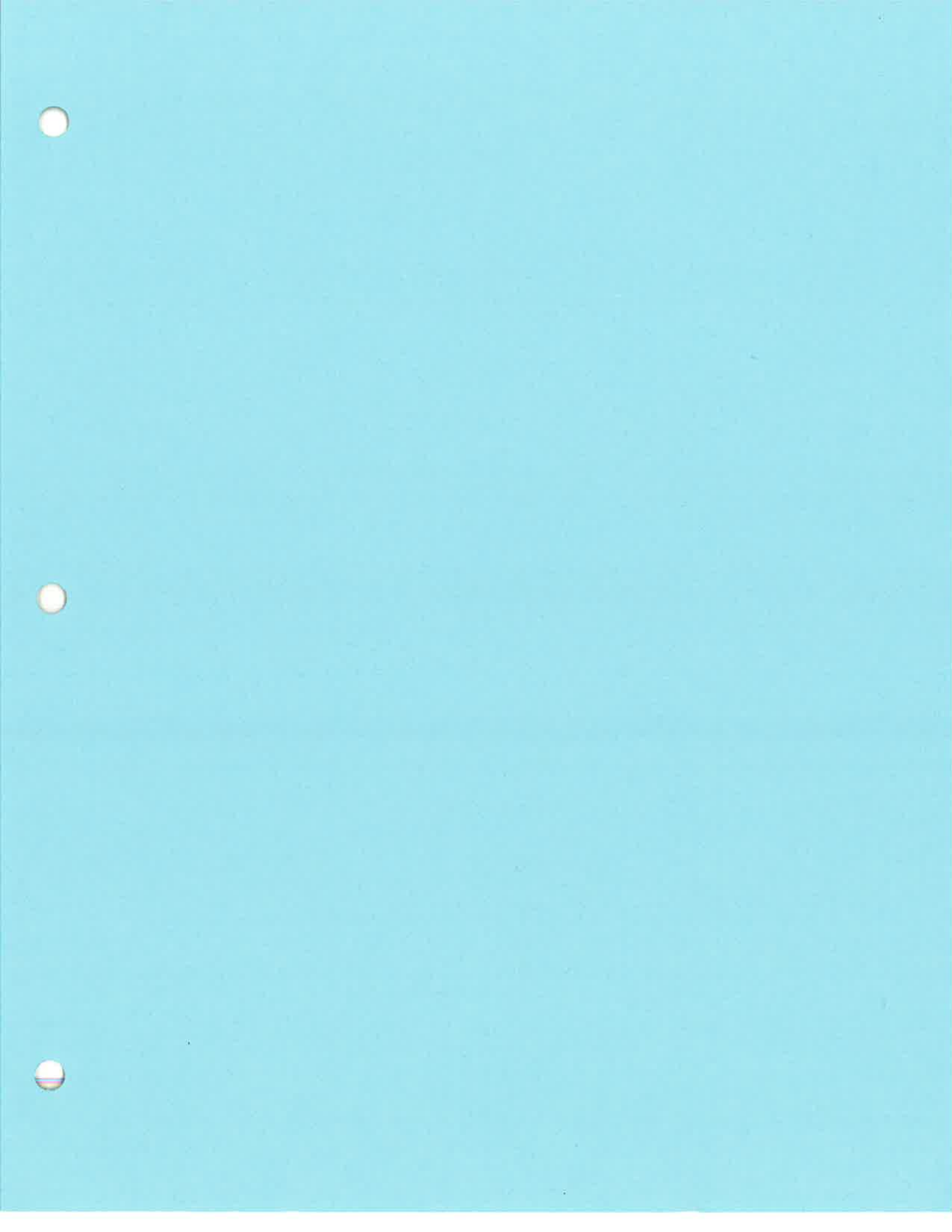
8. Employee and Administrative Policies.
9. Midtown Affordable Housing Program:
 - a. Affordable Housing Operations Center;
 - i. Change Orders
 - b. Agreement with A.O. Phillips & Associates;
 - c. First Amendment to Development Agreement with Cole Klein Builders LLC.
 - d. Affordable Housing Development Update.
10. Midtown Capital Improvements Program:
 - a. Parks and Greenspace - Walter P Moore / Design Workshop
 - i. Midtown Park
 1. Park Change Orders – Millis
 2. Additional Services Request for Design/Construction Phase Services – Walter P Moore
 - ii. Bagby Park – Storage and Renovations
 1. Related Change Orders
 2. Work Order for Design/Construction Phase Services of Restroom and Storage Building – Walter P Moore
 - b. Caroline Street Reconstruction – ESPA Corp/KCI
 - i. Related Change Orders
 - c. Work Order for Transportation Planning study to update City of Houston’s Major Thoroughfare and Freeway Plan (MTFP) for Midtown corridors
 - d. Agreement with City of Houston to include additional Midtown improvements on City’s Gillette Trunkline (Tuam, Smith, and Elgin Segments) Drainage and Paving Improvements (WBS No. M-410290-0004)
 - e. Agreement with City of Houston to include additional Midtown improvements on City’s 72-inch Water Line along Tuam (WBS No. S-000900-0134-3)
 - f. FTA Grant Program - The Goodman Corporation.
11. With respect to the foregoing agenda items, the Authority may conduct an executive session with regard to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

12. Adjourn.



Matt Thibodeaux (ST)
Executive Director



**MINUTES OF THE BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**

OCTOBER 31, 2019

A regular meeting of the Board of Directors (the “Board”) of Reinvestment Zone Number Two, City of Houston, Texas (the “Zone”) was held at the Authority’s offices in the Third Floor Conference Room of the Houston Exponential Building, 410 Pierce, Houston, Texas 77002, on Thursday, October 31, 2019 at 12:30 p.m. The meeting was open to the public. The roll of the duly appointed members of the Board was called, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Vacant	7	Caton M. Fenz
3	Gayle Fortson	8	John Thomas
4	Pamela Ngo Castleman	9	Brandon Dudley
5	Al Odom		

and all of the above were present except Directors Castleman and Thomas.

Also in attendance were Matt Thibodeaux, Vernon Williams, Kandi Schramm, Todd Edwards, Cynthia Alvarado, Sally Adame, Theresa Gilmore, Marlon Marshall, David Thomas, Jalisa Hurst, Mechelle Phillips, Madeline Pena, and Amaris Salinas of Midtown; Barron F. Wallace of Bracewell LLP; Peggy Foreman of Burney & Foreman; Alyssa Hill of Carr, Riggs & Ingram, CPA; Algenita Davis, Angie Gomez and Linda Larry Mitchell of CCPPI; Roberta Burroughs of Roberta Burroughs & Associates; Zack Martin of MCMD; Rachel Ray of Walter P. Moore; Jeri Brooks of One World Strategy Group; Carol Harrison of IDS; Mariana Rashcke of The Goodman Corporation; Henrietta Bodner of Super Neighborhood #62; Bob Sellingsloh and Michelle Soblesk of Wulfe & Co.; Jessie Roberts and B.T. Williams of A.O. Phillips & Associates; Rich Johnson of Change Happens; Brian Van Tubergen of University Village Civic Club; Ed Pettitt of East End Chamber of Commerce; Marcus McClendon of Harris County Pct. 1; and Alex Ramirez of Design Workshop.

Chairman Odom called the meeting to order and welcomed the guests.

CONSENT AGENDA

MINUTES FOR September 30, 2019.

Matt Thibodeaux, Executive Director, presented the consent agenda to the Board.

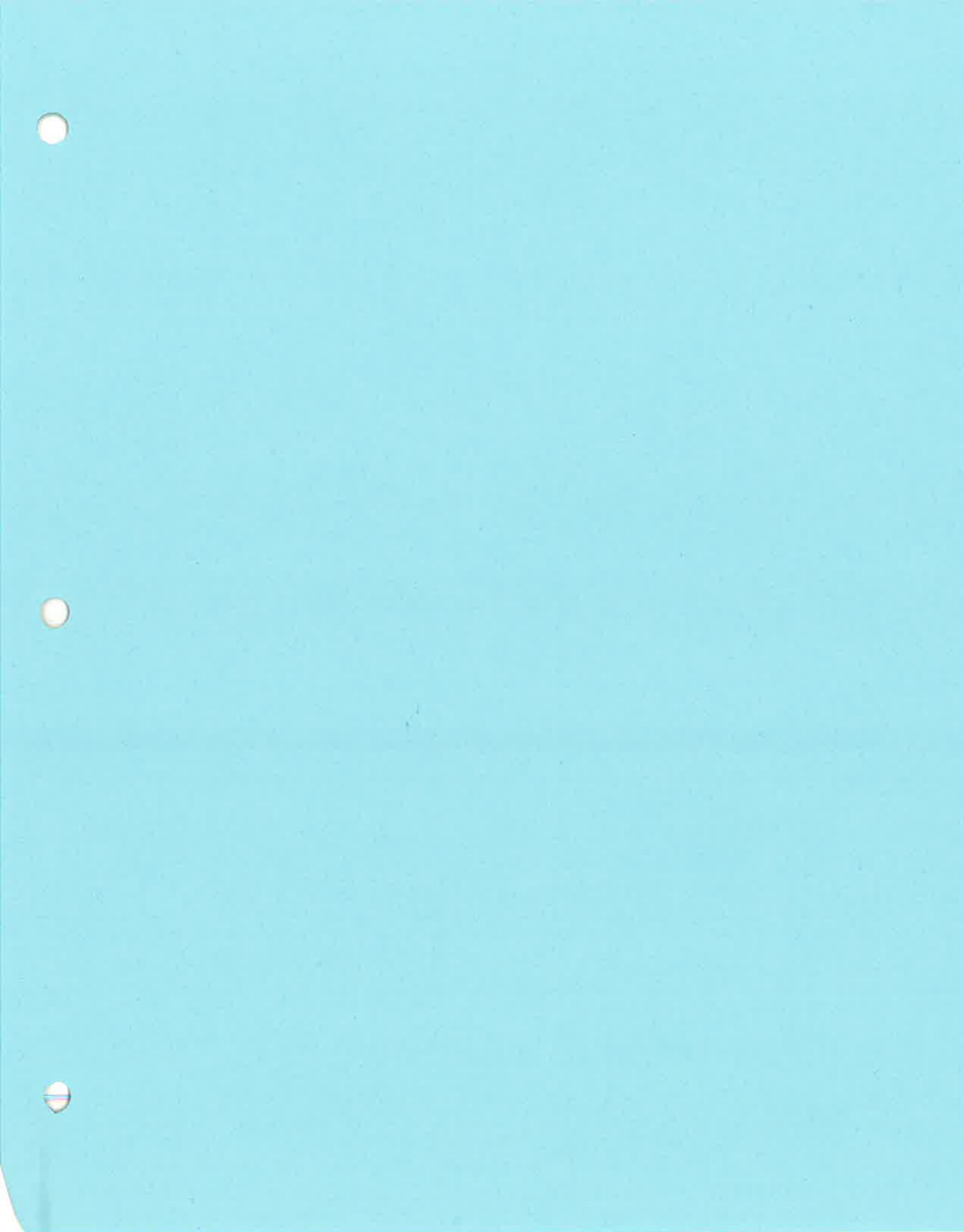
Director Fenz made a motion to approve the consent agenda. The motion was seconded by Director Goren and carried by unanimous vote.

ADJOURNMENT

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

Pam Castleman, Secretary

Date



**MINUTES OF THE BOARD OF DIRECTORS OF
THE MIDTOWN REDEVELOPMENT AUTHORITY**

October 31, 2019

A regular meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held at the Authority’s offices in Third Floor Conference Room of the Houston Exponential Building, 410 Pierce, Houston, Texas 77002, on Thursday, October 31, 2019 at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
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5	Al Odom		

and all of the above were present except Directors Castleman and Thomas.

Also in attendance were Matt Thibodeaux, Vernon Williams, Kandi Schramm, Todd Edwards, Cynthia Alvarado, Sally Adame, Theresa Gilmore, Marlon Marshall, David Thomas, Jalisa Hurst, Mechelle Phillips, Madeline Pena, and Amaris Salinas of Midtown; Barron F. Wallace of Bracewell LLP; Peggy Foreman of Burney & Foreman; Alyssa Hill of Carr, Riggs & Ingram, CPA; Algenita Davis, Angie Gomez and Linda Larry Mitchell of CCPPI; Roberta Burroughs of Roberta Burroughs & Associates; Zack Martin of MCMD; Rachel Ray of Walter P. Moore; Jeri Brooks of One World Strategy Group; Carol Harrison of IDS; Mariana Rashcke of The Goodman Corporation; Henrietta Bodner of Super Neighborhood #62; Bob Sellingsloh and Michelle Soblesk of Wulfe & Co.; Jessie Roberts and B.T. Williams of A.O. Phillips & Associates; Rich Johnson of Change Happens; Brian Van Tubergen of University Village Civic Club; Ed Pettitt of East End Chamber of Commerce; Marcus McClendon of Harris County Pct. 1; and Alex Ramirez of Design Workshop.

Chairman Odom called the meeting to order and welcomed the guests.

PUBLIC COMMENTS.

Third Ward resident Brian Van Tubergen stated that he would like to see the entire Board replaced. Additionally, he expressed concerns regarding maintenance of properties owned by the Authority.

Ed Pettitt, a Third Ward property owner, stated that he would like to work with the Authority to help clean up the Third Ward neighborhood. He expressed concern about vacant lots next to schools and parks. He pointed out that the Authority owns several properties in the Third Ward. Mr. Pettitt provided the Board with a copy of a document produced by Rice University Baker Institute of Public Policy, entitled, “The Third Ward Comprehensive Needs Assessment Data Report” dated October 2019 for review.

Ric Johnson of Change Happens, stated that he has been a resident of the Third Ward community for 18 years. He asked the Board to consider donating land and creating a pocket park with

picnic tables on Live Oak Street near Ralston's which is an area where residents could play card games, checkers, chess, or host community art events with a live painting area in an effort to revitalize that particular section of the Third Ward.

CONSENT AGENDA FOR THE AUTHORITY:

- a. **MINUTES FOR SEPTEMBER 30, 2019;**
- b. **MONTHLY FINANCIAL REPORTS FOR SEPTEMBER 2019;**
- c. **INVOICES FROM TRUSTEE AND OPERATING ACCOUNTS FOR OCTOBER 2019.**
- d. **RATIFY FISCAL YEAR 2019 FINANCIAL AUDIT.**

Executive Director Matt Thibodeaux presented the Consent Agenda. Director Goren made a motion to approve Consent Agenda items a-d as presented. The motion was seconded by Director Fortson and carried by unanimous vote.

HARRIS COUNTY INTERLOCAL AGREEMENT.

Barron Wallace provided an update regarding the Interlocal Agreement with Harris County. He stated that the version of the Interlocal Agreement contained in the Board Information Packet was in substantially final form and provided a summary of certain provisions of the Agreement. Director Fenz made a motion to approve the revised Interlocal Agreement with Harris County, subject to final comments by counsel. The motion was seconded by Director Dudley. Following all discussion, the motion carried by unanimous vote.

MIDTOWN AFFORDABLE HOUSING PROGRAM:

- a. **AFFORDABLE HOUSING OPERATIONS CENTER;**

- i. **Construction Change Orders.**

Marlon Marshall presented a proposal from Arch-Con Corporation for the CenterPoint Underground Duct Bank Installation along Emancipation Ave and Elgin Street in the amount of \$1,834,758.00. Director Fenz made a motion to approve the change order from Arch-Con Corporation in the amount of \$1,834,758.00 for the CenterPoint Underground Duct Bank installation along Emancipation Ave and Elgin Street. The motion was seconded by Director Goren. Following all discussion, the motion carried by unanimous vote.

Mr. Marshall reported that CenterPoint provided an estimated cost of \$109,916.00 for the removal of any overhead facilities and relocation of same into the Underground Duct Bank. Director Goren made a motion to approve the CenterPoint estimate to remove and relocate overhead facilities in the estimated amount of \$109,916.00. The motion was seconded by Director Fenz. Following all discussion, the motion carried by unanimous vote.

- b. **AGREEMENT WITH A.O. PHILLIPS & ASSOCIATES**

Mr. Edwards advised the Board that he would like to engage A.O. Phillips & Associates to provide certain services in connection with the affordable housing program, including

but not limited to assistance with developing certain operational procedures, construction monitoring, MWDBE participation goals compliance monitoring and certain other related services. Director Fenz made a motion to authorize the Midtown Staff to move forward with engaging A.O. Phillips & Associates to provide the stated services and present such agreement to the Board for final consideration at a later Board meeting. The motion was seconded by Director Dudley and carried by unanimous vote.

c. REQUEST TO MODIFY THE DEFINITION OF ‘MODERATE INCOME FAMILY’.

Todd Edwards and Peggy Foreman presented a request to modify the definition of “Moderate Income Family”. Ms. Foreman reminded the Board that it previously approved documents that are used to convey properties for affordable housing purposes which contain the income requirements for Qualified Homebuyers in connection with the Authority’s Affordable Housing Program. She stated that the Authority’s current definition of “Moderate Income Family” has an upper income limit of 110% of Area Median Income (AMI). Ms. Foreman stated that several developers have requested that the upper income limit be increased to 120% of AMI. She advised the Board that the City of Houston uses 120% of AMI for certain of its affordable housing programs and provided an example of the maximum household income for a family of four at 120% of AMI based on the 2019 income tables provided by the U.S. Department of Housing and Urban Development (HUD). She stated that the Staff agreed that expanding the definition of “Moderate Income Family” would increase the number of potential Qualified Homebuyers. Director Fenz made a motion to approve modifying the definition of a “Moderate Income Family” to families whose income is less than or equal to 120% of AMI. The motion was seconded by Director Fortson. Following all discussion, the motion carried by unanimous vote.

d. AFFORDABLE HOUSING DEVELOPMENT UPDATE.

Mr. Edwards updated the Board regarding maintenance of the properties owned by the Authority as part of their Affordable Housing Program. He reminded the Board that since it began acquiring property in 2005, the Authority has hired landscape maintenance crews to maintain the vacant properties on a monthly basis. He stated the areas where Midtown owns property, especially the Third Ward area has had a significant illegal dumping problem for many years and that it presents a challenge for maintaining Authority owned land. Mr. Edwards stated that the Authority would like to work with and engage the Third Ward community to assist with a new pilot program to help clean up the area. He stated that he has reached out to Keep Houston Beautiful and will work to coordinate with other non-profit organizations and community members on this effort. Mr. Edwards further stated that there needs to be a broader effort to help change the perceptions toward illegal dumping in the area. He stated that the Staff will reach out to the City of Houston’s Neighborhood Protection Department to see how it can assist with addressing the concerns of neighboring property owners. Finally, Mr. Edwards said that he will work to install fencing to the extent feasible and also work to engage builders to build out the remaining Authority owned properties in the area east of Scott Street.

MIDTOWN CAPITAL IMPROVEMENTS PROGRAM:

a. PARKS AND GREENSPACE - WALTER P MOORE / DESIGN WORKSHOP

i. **MIDTOWN PARK**

Marlon Marshall reported that the Midtown Park is a finalist in the Open Parks division for a ULI Development of Distinction Award. He also reported that the mosaic artwork to be installed on the fountain in the Front 90 Plaza has arrived in the United States and that installation is expected to begin in mid-November.

1. **CHANGE ORDERS – MILLIS**

Mr. Marshall presented Change Order #40 in the amount of \$10,065.48 for grading existing soil and removing excess dirt from the Front 90 restaurant site, installation of a temporary irrigation system and Bermuda Hydro mulch. Director Fenz made a motion to approve Change Order #40 in the amount of \$10,065.48 for grading existing soil and removing excess dirt from the Front 90 restaurant site, installation of a temporary irrigation system and Bermuda Hydro mulch. The motion was seconded by Director Goren and carried by unanimous vote.

2. **RESTAURANT UPDATES.**

Bob Sellingsloh of Wulfe & Co. provided a Food Hall Concept presentation to the Board for the restaurant space in the Midtown Park Front 90 Plaza. Mr. Sellingsloh and his team suggested that the Food Hall concept would provide a good option for the use of the restaurant space because it would allow for several smaller restaurants serving several different types of food. Mr. Sellingsloh presented conceptual drawings which showed a 2 story building with dining and restaurant space on the first floor and event space on the second floor. He stated that, the next steps would be for the Board to authorize a design team to move forward with design of the Food Hall. It is anticipated that it would likely take 2 to 2.5 years to complete design and construction of a Food Hall. Board members expressed an interest in moving forward with the concept of constructing a Food Hall on the Front 90 Plaza.

ii **Bagby Park – Storage and Renovations.**

Mr. Marshall reported that the contractor is moving forward with completion of storm sewer, lawn grading and turf installation.

1. **CHANGE ORDERS**

Mr. Marshall presented Change Order #1 for coordination, management and site preparation for canopy installation in the amount of \$3,352.51. Director Goren made a motion to approve Change Order #1 for coordination, management and site preparation for canopy installation in the amount of \$3,352.51. The motion was seconded by Director Fortson and carried by unanimous vote.

2. **KIOSK UPDATE**

Mr. Sellingsloh of Wulfe & Co. presented a request from the kiosk tenant, La Calle, to increase the size of the kiosk by adding a shipping container and a deck above the existing kiosk structure. He stated that La Calle contends that by

increasing the size of the restaurant, it would be able to produce more revenue per year. He further stated that La Calle would provide the funds required to increase the size of the restaurant and is requesting an increase in the term of their lease from 3 years to 5 years

b. CAROLINE STREET RECONSTRUCTION – ESPA CORP/KCI

Mr. Marshall gave a report on construction status. He also reported that the Staff met with the City's Public Works' representatives to discuss funding options for City requested upgrades to the water/sanitary/storm utilities and traffic signals. He stated that at a follow up meeting, the City's Public Works department representatives agreed to recommend that the City participate in funding the traffic signal upgrades at a cost of approximately \$700,000. He also reported that the Staff is continuing to work with the engineering team to review cost overruns relating to installation of underground utilities.

i. Change Orders

Mr. Marshall presented Change Order #18 in the amount of \$112,559.91 for the use of fast track pavement at intersections to reduce traffic impact as requested by the City of Houston. Director Goren made a motion to approve Change Order #18 in the amount of \$112,559.91 for the use of fast track pavement at intersections to reduce traffic impact as requested by the City of Houston. The motion was seconded by Director Fortson. Following all discussion, the motion carried by unanimous vote.

c. FTA GRANT PROGRAM - THE GOODMAN CORPORATION.

Mr. Marshall reported that the Goodman Corporation is continuing to work with the Greyhound Bus Station on relocation options that may be eligible for future FTA Grant funding. . He stated that a formal report will be provided at a future meeting.

WITH RESPECT TO THE FOREGOING AGENDA ITEMS, THE AUTHORITY MAY CONDUCT AN EXECUTIVE SESSION WITH REGARD TO THE FOLLOWING, AS APPROPRIATE AND NECESSARY:

- a. **CONSULTATION WITH ATTORNEY (SECTION 551.071, TEXAS GOVERNMENT CODE);**
- b. **THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY (SECTION 551.072, TEXAS GOVERNMENT CODE);**
- c. **PERSONNEL MATTERS (SECTION 551.074, TEXAS GOVERNMENT CODE);**
- d. **SECURITY PERSONNEL OR DEVICES (SECTION 551.076, TEXAS GOVERNMENT CODE); AND**
- e. **ECONOMIC DEVELOPMENT NEGOTIATIONS (SECTIONS 551.087, TEXAS GOVERNMENT CODE).**

The Authority did not conduct an Executive Session at this meeting.

ADJOURN.

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

Pam Castleman, Secretary

Date

Midtown Redevelopment Authority
Transactions by Account

Thursday, December 12, 2019

Type	Date	Num	Name	Memo	Amt
101001 - Wells Fargo Ope Acctg 64040					
Bill Pmt -Check	12/05/2019	9342	HX Houston Exponential	NOVEMBER 2019 Rent	7,645.00
Bill Pmt -Check	12/05/2019	9343	Midtown Scouts Square Property, LP	Prepaid Parking Tickets 100 tickets	500.00
Bill Pmt -Check	12/12/2019	9344	AFLAC	NOVEMBER 2019	2,631.28
Bill Pmt -Check	12/12/2019	9345	Bee-Line Delivery Service	Courier Service	276.82
Bill Pmt -Check	12/12/2019	9346	Bracewell LLP	Legal Consultants	10,610.00
Bill Pmt -Check	12/12/2019	9347	Hawes Hill & Associates	Phase II, preparation of plan amendment, installment o f1 or 2 GIS	10,010.01
Bill Pmt -Check	12/12/2019	9348	IDS Engineering Group	Professional Consulting	19,534.60
Bill Pmt -Check	12/12/2019	9349	Jerdon Enterprises, L.P.	Bagby Park Storage Building and Renovations	65,951.09
Bill Pmt -Check	12/12/2019	9350	Kandi Schramm	Expense Reimbursement	100.68
Bill Pmt -Check	12/12/2019	9351	marimon	Contract bas cost & copies	376.82
Bill Pmt -Check	12/12/2019	9352	Maya Itulu Ford-Belgrave D/B/A Ford Momen	COMMS PLNNG NOVEMBER 2019	9,900.00
Bill Pmt -Check	12/12/2019	9353	McConnell & Jones, LLP	CPA	1,250.00
Bill Pmt -Check	12/12/2019	9354	Millis Development & Construction, Inc.	MRA MIDTOWN PARK	216,607.57
Bill Pmt -Check	12/12/2019	9355	One World Strategy Group, LLC	Public Relations	17,500.00
Bill Pmt -Check	12/12/2019	9356	PHONOSCOPE SERVICES, INC.	DECEMBER 2019	144.75
Bill Pmt -Check	12/12/2019	9357	Purchase Power	80009000078935NOV19	281.29
Bill Pmt -Check	12/12/2019	9358	SER Construction Partners, Ltd.	Main Street Enhancements Project No. 1174-005-08 OCT 2019	12,323.50
Bill Pmt -Check	12/12/2019	9359	Staples Advantage	Office Supplies	2,136.34
Bill Pmt -Check	12/12/2019	9360	The Goodman Corporation	FTA MID112	3,134.98
Bill Pmt -Check	12/12/2019	9361	The Goodman Corporation	FTA MID114	500.00
Bill Pmt -Check	12/12/2019	9362	Midtown Scouts Square Property, LP	CONTRACT PARKING DEC 2019	300.00
Bill Pmt -Check	12/12/2019	9363	The Goodman Corporation	FTA MID115	7,329.00
Bill Pmt -Check	12/12/2019	9364	ThyssenKrupp Elevator	Elevator Service	1,565.31
Bill Pmt -Check	12/12/2019	9365	TLC Engineering, Inc.	Caroline Street October 2019	13,387.50
Bill Pmt -Check	12/12/2019	9366	Wulfe & Co.	Consulting for Bagby Park and Midown Park NOVEMBER 2019	3,400.00
Bill Pmt -Check	12/12/2019	9367	Wulfe & Co.	Consulting for Bagby Park and Midown Park DECEMBER 2019	3,400.00
Bill Pmt -Check	12/12/2019	9368	KCI Technologies	Job No. 2321-001- (E71133207) Caroline Street	34,030.57

Midtown Redevelopment Authority
 Transactions by Account

Saturday, November 30, 2019

Type	Date	Num	Name	Memo	Amt
101001 - Wells Fargo Ope Acctg 64040					
Bill Pmt -Check	11/01/2019	9336	Midtown Scouts Square Property, LP	CONTRACT PARKING NOV 2019	300.00
Bill Pmt -Check	11/01/2019	9337	HX Houston Exponential	NOVEMBER 2019 Rent	7,645.00
Bill Pmt -Check	11/05/2019	9338	Marshall, Marion T	Expense Reimbursement 10/22-2019 - 10-23-2019 Austin, Texas	1,085.60
Bill Pmt -Check	11/06/2019	9340	Marshall, Marion T	CIVCAST PROJECT LISTING AND CIVCAST - UPGRADE PROJ	216.48
Bill Pmt -Check	11/20/2019	9341	MBM Financial Corporation	CANON/IRAC5250	256.30
TOTAL					9,503.38

Midtown Redevelopment Authority
Transactions by Account

Type	Date	Num	Name	Memo	Amt
12/12/2019					
104000 - Affordable Housing Accounts					
104021 - WF Afford Hous 3927					
Bill Pmt -Check	12/04/2019	3454	American Fence Company	Fencing Affordable Housing Properties	7,702.59
Bill Pmt -Check	12/04/2019	3455	Bracewell LLP	Legal Consultation	1,472.50
Bill Pmt -Check	12/04/2019	3456	CCPPI	Afford Hous Initiative - Operations Draw OCTOBER 2	91,666.67
Bill Pmt -Check	12/04/2019	3457	CORTEZ LANDSCAPING, LLC	Landscape November 2019	104,377.07
Bill Pmt -Check	12/04/2019	3458	KCK Demolition and Landscaping	TRASH PICKUP AND DUMP	25,000.00
Bill Pmt -Check	12/04/2019	3459	POWER, LLC	Cutting and removal of 30 trees	14,400.00
Bill Pmt -Check	12/04/2019	3460	Roberta F. Burroughs & Associates	Oct 27- Nov 25 2019 Implementation Services	6,000.00
Bill Pmt -Check	12/04/2019	3461	TLC Engineering, Inc.	Midtown Affordable Housing	4,687.50
Bill Pmt -Check	12/12/2019	3462	POWER, LLC	Demolition and trash disposal of subject properties as	28,000.00
Bill Pmt -Check	12/12/2019	3463	Bracewell LLP	Legal Consultation	3,212.50
Bill Pmt -Check	12/12/2019	3465	TansTeq	NOVEMBER 2019 Landscape	27,859.40
Bill Pmt -Check	12/12/2019				
Total 104021 - WF Afford Hous 3927					314,378.23

Midtown Redevelopment Authority
Transactions by Account

Type	Date	Num	Name	Memo	Amt
11/30/2019					
104000 - Affordable Housing Accounts					
104021 - WF Afford Hous 3927					
Bill Pmt -Check	11/01/2019	3446	G.K. Coleman and Son Appraisal	0 McIlhenry @ SWC Callie St Vacant lot appraisal	400.00
Bill Pmt -Check	11/05/2019	3447	SKA Consulting, L.P.	Project 01-007001-0034 5141 Grantwood Street	2,350.00
Bill Pmt -Check	11/15/2019	3448	CCPPI	VOID	0.00
Bill Pmt -Check	11/19/2019	3449	CCPPI	VOID	0.00
Bill Pmt -Check	11/29/2019	3450	CCPPI	VOID	0.00
Bill Pmt -Check	11/01/2019	3451	CCPPI	Afford Hous Initiative - Operations Draw 2 AUG 2019	91,666.67
Bill Pmt -Check	11/15/2019	3452	CCPPI	Afford Hous Initiative - Operations Draw 2 SEPT 19	91,666.67
Bill Pmt -Check	11/20/2019	3453	American Fence Company	VOID	0.00
Total 104021 - WF Afford Hous 3927					186,083.34

**Midtown Redevelopment Authority
Bond & Project Fund Expenses & Balances
Thursday, December 12, 2019**

Trustee Investments (Bond Funds)	Beginning Balance	Chase	BKNY MELLON	WELLS FARGO	TexSTAR/LOGIC	Ending Balance
422885 Pledge Reserve Funds 422896	23,731.19					23,731.19
422896 Debt Service US Treasury Money Market Funds	7,626,266.64					7,626,266.64
422897 Reserve Fund US Treasury Money Market Funds	45.00					45.00
105324 · TexStar Debt Res Fnd MM 1023 (Debt Reserve Fu	7,998,087.75					7,998,087.75
422919 Austin Park Maint.(2001 Series) US Treasury Money Market Funds	3,563.98					3,563.98
LOGIC 2017 AFFORDABLE HOUSING (Trust Account)	3,635,271.96					3,635,271.96
LOGIC 2017 Project Funds	5,023,902.12					5,023,902.12
443264 2011 Escrow 1998 2001	9.99					9.99
9379338400 2017 ESCROW	1,222,757.24					<u>1,222,757.24</u>
						TOTALS
						25,533,635.87

Midtown Redevelopment Authority

Profit & Loss

July through October 2019

Jul - Oct 19

Ordinary Income/Expense

Income

400000 · Revenue & Support	
400007 · HISD PASS THROUGH	1,351,393.00
400012 · HCC	1,357,989.73
400020 · Reimb Off Exp & Staff	287,267.32
400025 · Interest-Debt Service & Reserve	44,344.96
400026 · Interest-Other Bond Funds	50,350.71
400029 · Interest - Affordable Housing	58,589.13
400030 · Interest-Operating Funds	24,499.60
400031 · Interest Income	0.01
400032 · Other Revenue	47,041.62
Total 400000 · Revenue & Support	<u>3,221,476.08</u>

Total Income

3,221,476.08

Gross Profit

3,221,476.08

Expense

500000 · BOND FUND EXPENSES	
500419 · Camden Int.	581,534.90
Total 500000 · BOND FUND EXPENSES	<u>581,534.90</u>
510000 · INCREMENT PROJECTS/EXPENSE	
510002 · T-0214 Caroline St near HCCS	68,599.65
510008 · T-0220 Afford Housing Land Bnk	
510009 · T-0220 Afford Housing Ins	
510016 · Demos and Maintenance	40,000.00
Total 510009 · T-0220 Afford Housing Ins	<u>40,000.00</u>
510013 · T-0220 Affordable Housing Legal	14,943.75
510014 · T-0220 MRA AFF HOUS THIRD GIS	14,903.75
510017 · T-0220 Drainage Fees	1,804.25
510018 · Fines	54.58
512001 · T-0220 Aff Hous Expense	1,373,276.10
512003 · Operations Center (3117 Emancipation Ave & 3112 St Charles St.)	1,452,325.48
510008 · T-0220 Afford Housing Land Bnk - Other	624.75
Total 510008 · T-0220 Afford Housing Land Bnk	<u>2,897,932.66</u>
510019 · T-0214 Caroline St	24,636.64
510024 · T-0204 Infrastruc/Street Lights	410.71
510041 · CIP Program Expenses	58,662.31
510043 · T-0234 Parks & Open Space & Mob	312,594.99
510044 · T-0236 Bagby Park	315,753.53
510045 · T-0224 HTC I - Bldg Maintenance	13,491.44
510046 · T-0221 Midtown Pk	531,104.40
510050 · T-0210 Main Street Enhancements	72,155.13
510102 · HMAAC Interest Expense	16,958.51
510400 · KIOS at Bagby Park	10,200.00
510534 · T-0225 Mobility & Pedest Imprv	260,175.73
510700 · Municipal Services Costs	350.00
511001 · T-0232 Public & Cultural Fac	100,000.00
Total 510000 · INCREMENT PROJECTS/EXPENSE	<u>4,683,025.70</u>
550000 · General & Admin. Expense	
550002 · Contract Labor	13,505.00
550003 · Rent Expense (Additional office space)	30,830.00
550004 · Salaries	
550014 · Health Insurance	35,977.83
550015 · AFLAC	2,138.21

Midtown Redevelopment Authority
Profit & Loss
 July through October 2019

Jul - Oct 19

550018 · Life Insurance	97.36
550004 · Salaries - Other	525,180.03
Total 550004 · Salaries	563,393.43
5500047 · Overtime	855.28
550007 · Courier Service	1,432.70
550008 · Office Supply & Expense	5,840.75
550009 · Misc Exp	900.00
550010 · Telephone & Utilities	
550110 · Cellular Service	578.90
550113 · Drainage fee	920.55
550010 · Telephone & Utilities - Other	6,605.61
Total 550010 · Telephone & Utilities	8,105.06
550012 · Postage	404.59
550019 · Special Projects (Special Projects as determined by the City of Houston)	500.00
550022 · Bank Charges & Fees	3,502.20
550023 · Trust Expenses	2,840.80
550025 · Professional Services	57,113.53
550026 · Accounting Consultants	8,562.50
550027 · Financial Audit (Audit Services)	37,700.00
550028 · Legal Consultants	47,181.44
550031 · HTC Bldg Maintenance	352.21
550032 · Engineering Consultants	1,936.00
550034 · Equip Rent & Lease Expense	3,075.36
550036 · Licenses & Fees	125.00
550037 · Workman's Comp Insurance	1,402.71
550038 · Insurance - All	-706.71
550039 · Computers & Repairs & Maint	9,505.68
550040 · Repair & Maintenance	7,437.04
550044 · Payroll Expense & PR Tax Exp	33.00
550045 · Payroll Fees	7,455.37
550046 · Reimb. Employee Office Exp.	84.21
550047 · Soc Sec - Medicare	37,799.19
550050 · Depreciation Expense	145,753.04
550052 · Depre Expense-Midtown Park	212,161.72
550053 · Deprec Expense-Works of Art	9,677.04
550061 · Public Relations	42,500.00
Total 550000 · General & Admin. Expense	1,261,258.14
550051 · Dep Exp - Midtown Park/Garage	154,032.64
600000 · Bond Related Expenses	
550055 · Amort Bond Prem	-142,349.24
560038 · 11 Bond Series Interest Expense	268,395.84
560039 · 2013 Bond Series Int Expense	392,206.24
560040 · 2015 Bond Int Expense	149,512.52
560041 · 2017 Bond Int Expense	606,541.68
Total 600000 · Bond Related Expenses	1,274,307.04
999999 · SUSPENSE (flow through account)	4,069.52
Total Expense	7,958,227.94
Net Ordinary Income	-4,736,751.86
Net Income	-4,736,751.86

Midtown Redevelopment Authority
Balance Sheet
As of October 31, 2019

Oct 31, 19

ASSETS

Current Assets

Checking/Savings

101001 · Wells Fargo Ope Acctg 64040	750,517.20
101002 · Infrastructure Projects 1731	950.86
101010 · WF Surplus Acct 63943	2,699,687.16
101020 · WF FTA Enhanced Path 63919	59.98
102200 · Logic Operating Account (Investment Account)	5,046,961.19
103200 · TexStar Operating Acct 1111	6,817.24
103600 · Wells Fargo Oper Inves 63901	729.63
103700 · WF Operating Saving 3215777180	45,313.85
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	992,585.05
104022 · WF Pilot Program 3935	343.64
104116 · TexStar Aff. Hsng MM 1800	1,999.29
104200 · Logic Affordable Housing (Investment Account)	2,715,052.45
1043000 · BBVA USA	1,003,407.80
Total 104000 · Affordable Housing Accounts	<u>4,713,388.23</u>

105000 · Trustee Investments

105001 · Pledge Revenue Fund 422885	
105100 · Pledge Revenue Fund -422885	23,731.19
Total 105001 · Pledge Revenue Fund 422885	<u>23,731.19</u>
105002 · Debt Service Fund	
105200 · BNY-Debt Service Fund 422896	7,626,266.64
Total 105002 · Debt Service Fund	<u>7,626,266.64</u>
105003 · Reserve Fund 422897	
105302 · Reserve Fund Money Mkt 422897	45.00
105324 · TexStar Debt Res Fnd MM 1023 (Debt Reserve Fund)	7,998,087.75
Total 105003 · Reserve Fund 422897	<u>7,998,132.75</u>
105009 · Austin Park Maint. Fund 422919	
105901 · Austin Park Money Market Acct.	3,563.98
Total 105009 · Austin Park Maint. Fund 422919	<u>3,563.98</u>

107000 · BOND FUNDS

107009 · BNY-TICR AFF HSG 693802	-984,212.37
107012 · BNY 443264 2011 Escrow	9.99
107017 · 937933 8400 2017 ESCROW	1,222,757.24
107018 · LOGIC 2017 PROJECT FUND (Trust Account 7487592004)	5,023,902.12
107019 · LOGIC 2017 AFFORDABLE HOUSING (Trust Account 7487592005)	4,619,484.33
Total 107000 · BOND FUNDS	<u>9,881,941.31</u>

Total 105000 · Trustee Investments

25,533,635.87

Total Checking/Savings

38,798,061.21

Accounts Receivable

170000 · Accounts Receivable

170008 · KIOS	-6,400.00
170010 · Midtown Management District	122,008.54
170011 · Midtown Parks Conservancy	313,533.87
170021 · HTC BUILTOUT	20.00
170060 · Fourth Ward Redevelopment Autho (Expense Reimbursement)	270.90

Total 170000 · Accounts Receivable

429,433.31

Total Accounts Receivable

429,433.31

Total Current Assets

39,227,494.52

Fixed Assets

150000 · Fixed Assets

Midtown Redevelopment Authority
Balance Sheet
As of October 31, 2019

	Oct 31, 19
150010 · Office Furniture & Equipment	26,321.36
150011 · Accumulated Depreciation-Furn.	-26,321.36
150020 · Computer Equipment	32,057.11
150021 · Accumulated Depreciation-Comp.	-32,057.11
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,200,944.91
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-1,865,678.24
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,223,397.63
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,883.45
1500783 · Accum Deprec-Works of Art	-38,708.18
150078A · Midtown (Superblock) Garage	94,235.20
150078B · Midtown (Superblockj) Park	5,630,364.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-847,179.56
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	22,257,715.44
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-1,272,969.88
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	17,821,583.12
150079B · Works of Art - Donated	725,778.00
150080 · Land (Resale) (Land purchase for resale)	
150081 · Earnest Money	36,686.18
150082 · Option Fees	10,700.00
150803 · Affordable Housing Legal	109,050.45
150804 · Affordable Housing Misc	752,799.46
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) (Land purchase for resale) - Other	50,941,384.15
Total 150080 · Land (Resale) (Land purchase for resale)	51,977,370.52
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-413,482.02
150100 · 2800 MAIN	317,069.93
Total 150000 · Fixed Assets	114,768,348.79
Total Fixed Assets	114,768,348.79
TOTAL ASSETS	153,995,843.31
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · Accounts Payable	
202001 · Retainage Payable	2,911,411.71
200000 · Accounts Payable - Other	1,256,898.03
Total 200000 · Accounts Payable	4,168,309.74
Total Accounts Payable	4,168,309.74

Midtown Redevelopment Authority
Balance Sheet
As of October 31, 2019

Oct 31, 19

Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	118,257.61
201000 · Operating Account Liabilities	-2,530.25
201001 · MIDCORP Kios	24,454.84
202000 · Project Fund Liabilities	18,578.35
2021061 · Due from FWRA for AFLAC	-258.08
204000 · HMAAC NOTE - CURRENT	102,902.00
2103008 · CRI Current Camden	140,835.68
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	<u>416,040.15</u>
2103007 · Developer Advances Midtown Park	7,729,466.00
25000 · Retainage Payable (Retainage)	7,129.27
Total Other Current Liabilities	<u>8,152,635.42</u>
Total Current Liabilities	<u>12,320,945.16</u>
Long Term Liabilities	
210000 · Long Term Liabilities	
210044 · Bonds Payable Series 2011	14,935,000.00
210047 · Bonds Payabe Series '13	21,990,000.00
210048 · Current Portion Bonds Payable	5,873,000.00
210049 · Bond Payable Series '15	9,845,000.00
210050 · Bond Payable Series 2017	35,797,000.00
210053 · Accrued Bond Int 2015 series	149,512.52
210055 · Accrued Bond Interest 13 Series	392,206.24
210056 · Accrued Bond Interest Series 11	268,395.84
210058 · Series 2013 BOND PREMIUM	1,046,307.33
210059 · Series 2015 Bond Prem	681,391.02
210061 · Series 2017 Bond Premium	3,766,942.35
210062 · Accrued Bond Interest Series 17	606,541.68
2103000 · LOANS	
2103003 · HMAAC LOAN REFINANCED	1,122,803.96
2103004 · MRA AFF HOU LOAN	-291,200.00
Total 2103000 · LOANS	<u>831,603.96</u>
Total 210000 · Long Term Liabilities	<u>96,182,900.94</u>
Total Long Term Liabilities	<u>96,182,900.94</u>
Total Liabilities	<u>108,503,846.10</u>
Equity	
1110 · Retained Earnings (Retained Earnings)	50,228,749.07
Net Income	-4,736,751.86
Total Equity	<u>45,491,997.21</u>
TOTAL LIABILITIES & EQUITY	<u><u>153,995,843.31</u></u>

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2019

Oct 31, 19

	Debit	Credit
101001 · Wells Fargo Ope Acctg 64040	751,223.91	
101002 · Infrastructure Projects 1731	950.86	
101010 · WF Surplus Acct 63943	2,699,687.16	
101020 · WF FTA Enhanced Path 63919	59.98	
102200 · Logic Operating Account	5,046,961.19	
103200 · TexStar Operating Acct 1111	6,817.24	
103600 · Wells Fargo Oper Inves 63901	729.63	
103700 · WF Operating Saving 3215777180	45,313.85	
104021 · WF Afford Hous 3927	992,585.05	
104022 · WF Pilot Program 3935	343.64	
104116 · TexStar Aff. Hsng MM 1800	1,999.29	
104200 · Logic Affordable Housing	2,715,052.45	
1043000 · BBVA USA	1,003,407.80	
105100 · Pledge Revenue Fund -422885	23,731.19	
105200 · BNY-Debt Service Fund 422896	7,626,266.64	
105302 · Reserve Fund Money Mkt 422897	45.00	
105324 · TexStar Debt Res Fnd MM 1023	7,998,087.75	
105901 · Austin Park Money Market Acct.	3,563.98	
107009 · BNY-TICR AFF HSG 693802		984,212.37
107012 · BNY 443264 2011 Escrow	9.99	
107017 · 937933 8400 2017 ESCROW	1,222,757.24	
107018 · LOGIC 2017 PROJECT FUND	5,023,902.12	
107019 · LOGIC 2017 AFFORDABLE HOUSING	4,619,484.33	
170008 · KIOS		6,400.00
170010 · Midtown Management District	122,008.54	
170011 · Midtown Parks Conservancy	313,533.87	
170021 · HTC BUILTOUT	20.00	
170060 · Fourth Ward Redevelopment Autho	270.90	
150010 · Office Furniture & Equipment	26,321.36	
150011 · Accumluated Depreciation-Furn.		26,321.36
150020 · Computer Equipment	32,057.11	
150021 · Accumulated Depreciation-Comp.		32,057.11
150040 · Land - JPI Park	736,911.00	
150045 · Walgreens/Lui Park Land	141,000.00	
150062 · Land - Houston Tech.Center I	798,053.89	
150063 · Houston Tech Center I	2,676,862.62	
150064 · Accm Deprec-Houston Tech Cntr I		2,200,944.91
150065 · Land - HTC Phase II	697,219.00	
150066 · Houston Tech Center II	2,816,117.96	
150067 · Accum.Deprec. HTC Phase I		1,865,678.24
150069 · Land - Bagby Park	1,318,870.15	
150070 · BagbyPark	2,453,218.83	
150071 · Accum.Deprec. BagbyPark		1,223,397.63
150075 · Midtown Park 2905 Travis St	3,506,306.26	

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2019

Oct 31, 19

	Debit	Credit
150078 · Midtown Park Land-Tracts I & II	4,416,883.45	
1500783 · Accum Deprec-Works of Art		38,708.18
150078A · Midtown (Superblock) Garage	94,235.20	
150078B · Midtown (Superblockj) Park	5,630,364.40	
150078C · Midtown Garage - Depreciable As	23,104,895.00	
1500781 · Acc Depre - Midtown Garage		847,179.56
150078D · Midtown Park - Depreciable Asse	19,094,553.00	
1500782 · Acc Depre Midtown Park		1,272,969.88
150079B · Works of Art - Donated	725,778.00	
150080 · Land (Resale)	50,941,384.15	
150081 · Earnest Money	36,686.18	
150082 · Option Fees	10,700.00	
150803 · Affordable Housing Legal	109,050.45	
150804 · Affordable Housing Misc	752,799.46	
150805 · AFFORD HOUS GRANTS	126,750.28	
150089 · Land HMAAC (Land)	1,206,150.00	
150090 · HMAAC Property	918,850.00	
150091 · Accum Depr HMAAC		413,482.02
150100 · 2800 MAIN	317,069.93	
200000 · Accounts Payable		1,256,883.95
202001 · Retainage Payable		2,911,411.71
200001 · Current Liabilities		13,800.00
200005 · Accrued Expenses		118,257.61
201000 · Operating Account Liabilities	2,530.25	
201001 · MIDCORP Kios		24,454.84
202000 · Project Fund Liabilities		18,578.35
2021061 · Due from FWRA for AFLAC	258.08	
204000 · HMAAC NOTE - CURRENT		102,902.00
2103008 · CRI Current Camden		140,835.68
2103007 · Developer Advances Midtown Park		7,729,466.00
25000 · Retainage Payable		7,129.27
210044 · Bonds Payable Series 2011		14,935,000.00
210047 · Bonds Payabe Series '13		21,990,000.00
210048 · Current Portion Bonds Payable		5,873,000.00
210049 · Bond Payable Series '15		9,845,000.00
210050 · Bond Payable Series 2017		35,797,000.00
210053 · Accrued Bond Int 2015 series		149,512.52
210055 · Accrued Bond Interest 13 Series		392,206.24
210056 · Accrued Bond Interest Series 11		268,395.84
210058 · Series 2013 BOND PREMIUM		1,046,307.33
210059 · Series 2015 Bond Prem		681,391.02
210061 · Series 2017 Bond Premium		3,766,942.35
210062 · Accrued Bond Interest Series 17		606,541.68
2103003 · HMAAC LOAN REFINANCED		1,122,803.96

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2019

Oct 31, 19

	Debit	Credit
2103004 · MRA AFF HOU LOAN	291,200.00	
1110 · Retained Earnings		50,228,749.07
400007 · HISD PASS THROUGH		1,351,393.00
400012 · HCC		1,357,989.73
400020 · Reimb Off Exp & Staff		287,267.32
400025 · Interest-Debt Service & Reserve		44,344.96
400026 · Interest-Other Bond Funds		50,350.71
400029 · Interest - Affordable Housing		58,589.13
400030 · Interest-Operating Funds		24,499.60
400031 · Interest Income		0.01
400032 · Other Revenue		47,041.62
500419 · Camden Int.	581,534.90	
510002 · T-0214 Caroline St near HCCS	68,599.65	
510008 · T-0220 Afford Housing Land Bnk	624.75	
510016 · Demos and Maintenance	40,000.00	
510013 · T-0220 Affordable Housing Legal	14,943.75	
510014 · T-0220 MRA AFF HOUS THIRD GIS	14,903.75	
510017 · T-0220 Drainage Fees	1,804.25	
510018 · Fines	54.58	
512001 · T-0220 Aff Hous Expense	1,373,276.10	
512003 · Operations Center	1,452,325.48	
510019 · T-0214 Caroline St	24,636.64	
510024 · T-0204 Infrastruc/Street Lights	410.71	
510041 · CIP Program Expenses	58,662.31	
510043 · T-0234 Parks & Open Space & Mob	312,594.99	
510044 · T-0236 Bagby Park	315,753.53	
510045 · T-0224 HTC I - Bldg Maintenance	13,491.44	
510046 · T-0221 Midtown Pk	531,104.40	
510050 · T-0210 Main Street Enhancements	72,155.13	
510102 · HMAAC Interest Expense	16,958.51	
510400 · KIOS at Bagby Park	10,200.00	
510534 · T-0225 Mobility & Pedest Imprv	260,175.73	
510700 · Municipal Services Costs	350.00	
511001 · T-0232 Public & Cultural Fac	100,000.00	
550002 · Contract Labor	13,505.00	
550003 · Rent Expense	30,830.00	
550004 · Salaries	525,180.03	
550014 · Health Insruance	35,977.83	
550015 · AFLAC	2,138.21	
550018 · Life Insurance	97.36	
5500047 · Overtime	855.28	
550007 · Courier Service	1,432.70	
550008 · Office Supply & Expense	5,840.75	
550009 · Misc Exp	900.00	

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2019

Oct 31, 19

	Debit	Credit
550010 · Telephone & Utilities	6,591.53	
550110 · Cellular Service	578.90	
550113 · Drainage fee	920.55	
550012 · Postage	404.59	
550019 · Special Projects	500.00	
550022 · Bank Charges & Fees	3,502.20	
550023 · Trust Expenses	2,840.80	
550025 · Professional Services	57,113.53	
550026 · Accounting Consultants	8,562.50	
550027 · Financial Audit	37,700.00	
550028 · Legal Consultants	47,181.44	
550031 · HTC Bldg Maintenance	352.21	
550032 · Engineering Consultants	1,936.00	
550034 · Equip Rent & Lease Expense	3,075.36	
550036 · Licenses & Fees	125.00	
550037 · Workman's Comp Insurance	1,402.71	
550038 · Insurance - All		1,413.42
550039 · Computers & Repairs & Maint	9,505.68	
550040 · Repair & Maintenance	7,437.04	
550044 · Payroll Expense & PR Tax Exp	33.00	
550045 · Payroll Fees	7,455.37	
550046 · Reimb. Employee Office Exp.	84.21	
550047 · Soc Sec - Medicare	37,799.19	
550050 · Depreciation Expense	145,753.04	
550052 · Depre Expense-Midtown Park	212,161.72	
550053 · Deprec Expense-Works of Art	9,677.04	
550061 · Public Relations	42,500.00	
550051 · Dep Exp - Midtown Park/Garage	154,032.64	
550055 · Amort Bond Prem		142,349.24
560038 · 11 Bond Series Interest Expense	268,395.84	
560039 · 2013 Bond Series Int Expense	392,206.24	
560040 · 2015 Bond Int Expense	149,512.52	
560041 · 2017 Bond Int Expense	606,541.68	
999999 · SUSPENSE	4,069.52	
TOTAL	<u>171,303,159.42</u>	<u>171,303,159.42</u>





October 30, 2019

Board of Directors
Midtown Redevelopment Authority
410 Pierce, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending September 30, 2019

Dear Board of Directors:

In my capacity as Investment Officer and in compliance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the Authority, please find attached the ^{1st} Quarter Fiscal Year 2020 Investment Report.

These reports reflect compliance of the Investment Policies of the Authority, and in accordance with the Investment provisions of the Public Funds Investment Act. The enclosed report is presented to the Board of Directors for review and approval.

Kindest regards,

A handwritten signature in blue ink, appearing to be "MT", is written over a light blue horizontal line.

Matt Thibodeaux
Executive Director

cc: Carr, Riggs & Ingram (CRI)



October 30, 2019

Board of Directors
Matt Thibodeaux, Executive Director
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending September 30, 2019

Dear Board of Directors:

I have prepared the Quarterly Investment Report in my capacity as Financial Accounts Manager for the Authority. This report is presented in accordance with generally accepted accounting principals and Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the Authority and will be reviewed as part of the annual audit.

The average yield from TexStar Money Market Accounts for this quarter is 2.2069%

The average yield from Logic Money Market Accounts for this quarter is 2.3445%

The average yields from Wells Fargo interest earning accounts is 0.175833%

The total amount of interest earned for this quarter is \$146,176.56.

The total average yield on fifteen interest bearing accounts is 1.16035111%

The report reflects the compliance of your investment portfolio with the Investment Policies of the Authority, and is in accordance with the Investment provisions of the Public Funds Investment Act.

This report is presented to the Board of Directors for review and approval.

Respectfully,

A handwritten signature in black ink, appearing to read "Theresa D. Gilmore", written over a horizontal line.

Theresa D. Gilmore
Financial Accounts Manager

cc: Carr, Riggs & Ingram (CRI)

July, August, September

NAME OF FUND	DATE OF PURCHASE	M R A I T T U Y	BEGINNING BOOK VALUE	BEGINNING MARKET VALUE	CHANGES		INCOME RECEIVED THIS PERIOD	INCOME RECEIVED TO DATE	ENDING BOOK VALUE	ENDING MARKET VALUE	MATURITY VALUE	YIELD
					SALES & REDEMPTIONS	PURCHASES						
WF 64040			4,723,875.29	4,723,875.29	11,721,873.84	8,322,035.54	2,748.50	2,748.50	1,326,786.49	1,326,786.49		
WF Infrastructure Projects 1731			950.25	950.25	933.87	7,476,443.68	0.47	0.47	950.72	950.72		0.1967%
WF Surplus 63943			59.94	59.94	1,025,701.14	4,000,000.00	123.41	123.41	1,057.28	1,057.28		0.1933%
WF FTA 63919			6,685.56	6,685.56	729.16		0.03	0.03	59.97	59.97		0.2000%
LOGIC Operating			1,985.10	1,985.10	3,044,024.46		102.58	102.58	12,454.58	5,038,155.72		2.3445%
TexSTAR Operating Account			0.00	0.00	53.76		0.36	0.36	6,788.14	6,788.14		2.2069%
WF Investment Acct 63901			45,309.26	45,309.26	19,198,317.52	19,798,480.22	3.43	3.43	45,312.69	45,312.69		0.1933%
WF OPR SAV ACCT 77180			5,804,244.47	5,804,244.47			15,433.36	15,433.36	6,419,840.53	6,419,840.53	0.00	0.0300%
TOTAL OPERATING FUNDS												
ACCT. 36024024 AFFORDABLE HOUSING												
WF Affordable Housing 3927			18,923.04	18,923.04	2,226,688.11	3,452,268.21	713.86	713.86	1,245,217.00	1,245,217.00		0.1967%
WF Pilot Program 3935			343.42	343.42			0.17	0.17	343.59	343.59		0.2000%
WF AFF Pilot Pro Saving 0860												0.0000%
TOTAL DDA			19,266.46	19,266.46	2,226,688.11	3,452,268.21	714.03	714.03	1,245,560.59	1,245,560.59	0.00	
LOGIC AFF HOUS			1,985.10	1,985.10	350,000.00		11.06	11.06	1,996.16	1,996.16		2.2069%
BBVA AFFORD HOUSE			0.00	0.00			16,291.03	16,291.03	2,710,315.49	2,710,315.49		2.3445%
TOTAL AFFORDABLE HOUSING			3,065,276.02	3,065,276.02	2,576,688.11	3,452,268.21	17,750.83	17,750.83	4,960,606.95	4,960,606.95	0.00	
422885 PLEDGE REVENUE			0.00	0.00								
677 FUND US TREASURY MM			13,020.24	13,020.24	9,645,083.90	9,647,863.35			15,799.69	15,799.69		
TOTAL PLEDGE REVENUE			13,020.24	13,020.24	9,645,083.90	9,647,863.35	0.00	0.00	15,799.69	15,799.69	0.00	
422896 DEBT SERVICE FUND												
Debt Service			7,422,993.32	7,422,993.32	2,093,484.40	2,287,468.97			7,616,977.89	7,616,977.89	0.00	
TOTAL DEBT SERV FUND			7,422,993.32	7,422,993.32	2,093,484.40	2,287,468.97	0.00	0.00	7,616,977.89	7,616,977.89	0.00	
422897 RESERVE FUND												
Debt Service			95,102.43	95,102.43	95,102.43	44.94			44.94	44.94		
TexSTAR Debt Ser Money Market			7,953,742.79	7,953,742.79	8,048,845.22	44.94	44,344.96	44,344.96	7,998,087.75	7,998,087.75		2.2069%
TOTAL RESERVE FUND			8,048,845.22	8,048,845.22	95,102.43	44.94	44,344.96	44,344.96	7,998,132.69	7,998,132.69	0.00	
ESCROW												
937933 8400 2017 ESCROW			9.99	9.99					9.99	9.99		
443284 2011 Escrow 1998 2001			1,245,366.44	1,245,366.44	31,500.00	8,890.80			1,222,757.24	1,222,757.24		
TOTAL AFFORD. HOUSING 2011			1,245,376.43	1,245,376.43			0.00	0.00	1,222,767.23	1,222,767.23	0.00	
422819 AUSTIN PARK												
677 FUND US TREASURY MM			3,544.56	3,544.56		15.08			3,559.64	3,559.64		
TOTAL AUSTIN MAINT. FUND			3,544.56	3,544.56	0.00	15.08	0.00	0.00	3,559.64	3,559.64		
AFFORD. HOUSING												
953802 AFF HOUS FUND 2013												
Logic Affordable Housing 2017			4,588,654.91	4,588,654.91			27,180.52	27,180.52	4,615,835.43	4,615,835.43		2.3445%
TOTAL AFFORD. HOUSING 2011			4,588,654.91	4,588,654.91	0.00	0.00	27,180.52	27,180.52	4,615,835.43	4,615,835.43	0.00	
937932 PROJECT FUND												
937932 PROJECT FUND 2017												
LOGIC 2017 PROJECT			7,000,490.55	7,000,490.55			41,466.89	41,466.89	7,041,957.44	7,041,957.44		2.3445%
TOTAL PROJECT FUND			7,000,490.55	7,000,490.55	0.00	0.00	41,466.89	41,466.89	7,041,957.44	7,041,957.44	0.00	
TOTAL INVESTMENTS			37,192,445.72	37,192,445.72	31,515,191.96	32,896,671.80	146,176.56	146,176.56	39,895,477.49	39,895,477.49		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of the Midtown Redevelopment Authority hereby certify as follows:

1. The Board of Directors of the Midtown Redevelopment Authority convened in open session on the 12th day of December, 2019, at the regular meeting place thereof, within the boundaries of the Zone, and the roll was called of the duly constituted officers and members of the Board to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Vacant	7	Caton M. Fenz
3	Gayle Fortson	8	John Thomas
4	Pamela Ngo Castleman	9	Brandon Dudley
5	Al Odom		

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

RESOLUTION REGARDING ANNUAL REVIEW OF AMENDED INVESTMENT POLICY AND LIST OF QUALIFIED BROKERS OF MIDTOWN REDEVELOPMENT AUTHORITY

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

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

SIGNED AND SEALED the 12th day of December, 2019.

Secretary, Board of Directors

RESOLUTION REGARDING ANNUAL REVIEW OF AMENDED INVESTMENT POLICY
AND LIST OF QUALIFIED BROKERS OF MIDTOWN REDEVELOPMENT AUTHORITY

WHEREAS, the Midtown Redevelopment Authority (the "Authority") was authorized by the City of Houston (the "City") on June 28, 1995 by Resolution No. 95-96 of the City Council of the City, and the Authority operates pursuant to Articles of Incorporation filed with the Secretary of State and Bylaws approved by the City and under the provisions of Chapter 431, Texas Transportation Code and the general laws of the State of Texas applicable to not-for-profit corporations.

WHEREAS, the Board of Directors (the "Board") of the Authority has convened on this date to conduct the Authority's annual review of its investment policy pursuant to Section 2256.005, *et seq.*, Texas Government Code, as amended; and

WHEREAS, the Board has also convened on this date to conduct the Authority's annual review of its list of qualified broker/dealers that are authorized to engage in investment transactions with the Authority, pursuant to Section 2256.025, Texas Government Code, as amended; and

WHEREAS, the Authority has determined not to amend the Authority's Investment Policy dated September 28, 2017;

WHEREAS, the Authority has determined to amend the Authority's list of qualified broker/dealers that are authorized to engage in investment transactions with the District; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY THAT:

Section 1: The Board hereby conducted the annual review of the Authority's Amended Investment Policy, dated September 28, 2017, attached hereto as Exhibit A and confirms that same shall remain in effect until modified by action of the Board of Directors.

Section 2: The Board hereby adopts the amended list of qualified broker/dealers, attached hereto as Exhibit B, and confirms that same shall be in effect until modified by action of the Board of Directors.

Section 3: The provisions of this Resolution shall be effective as of the date of adoption of such Investment Policy and shall remain in effect until modified by action of the Board of Directors.

PASSED AND APPROVED this 12th day of December, 2019.

Chairman, Board of Directors

ATTEST:

Secretary, Board of Directors

EXHIBIT A

AMENDED INVESTMENT POLICY

This Investment Policy (this “Policy”), as amended, is adopted by the Board of Directors of Midtown Redevelopment Authority (the “Authority”) pursuant to Chapter 2256 of the Texas Government Code, effective as of the date set forth on the signature page hereof.

ARTICLE I
PURPOSE

Section 1.01. Purpose.

This Policy with respect to Authority investments has been adopted to establish the principles and criteria by which the funds of the Authority should be invested and secured and to comply with various provisions of Texas law relating to the investment and security of funds of local government corporations (the “Investment Laws”). As of the date of the adoption of this Policy, the following laws are applicable to the investment of the Authority’s funds: Chapter 2256, Texas Government Code; Chapter 791, Texas Government Code; Chapter 2257, Texas Government Code; and Chapter 404.101 et seq., Texas Government Code. The Investment Laws generally provide the minimum criteria for the authorized investment and security of the Authority’s funds and require the Authority to adopt rules to ensure the investment of Authority funds in accordance with such laws. This Policy will specify the scope of authority of Authority Officials who are responsible for the investment of Authority funds.

ARTICLE II
DEFINITIONS

Section 2.01. Definitions.

Unless the context requires otherwise, the following terms and phrases used in this Policy shall mean the following:

(a) “Authority Officials” means the Investment Officer, Authority Directors, officers, Employees, and persons and business entities engaged in handling the investment of Authority funds.

(b) “Authorized Collateral” means any means or method of securing the deposit of Authority funds authorized by Chapter 2257, Texas Government Code.

(c) “Authorized Investment” means any security in which the Authority is authorized to invest under Chapter 2256, Texas Government Code.

(d) “Board” means the Board of Directors of the Authority.

(e) “Collateral” means any means or method of securing the deposit of Authority funds under Article IV hereof.

(f) “Collateral Act” means Chapter 2257, Texas Government Code, as amended from time to time.

(g) “Director” means a person appointed to serve on the Board of Directors of the Authority.

(h) "Employee" means any person employed by the Authority, but does not include independent contractors or professionals hired by the Authority as outside consultants, such as the Authority's accountant, financial advisor or general counsel.

(i) "FDIC" means the Federal Deposit Insurance Corporation or any successor entity.

(j) "Investment Act" means Chapter 2256, Texas Government Code, as amended from time to time.

(k) "Investment Officer(s)" means the Director(s) or Employee(s) of the Authority (or the employee of an investing entity with whom the Authority has contracted to invest its funds) appointed from time to time by the Board to invest and reinvest the funds of the Authority held in its various accounts.

ARTICLE III INVESTMENT OFFICER

Section 3.01. Investment Officer.

From time to time, the Authority shall appoint one or more of its Directors or Employees to serve as Investment Officer(s) to handle the investment of Authority funds. The Investment Officer(s) shall be responsible for investing Authority funds in accordance with this Policy. The Investment Officer(s) shall invest the Authority's funds, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived, with all investment decisions to be governed by the objectives set forth in Section 7.01 hereof.

Section 3.02. Training.

The Investment Officer(s) shall attend training sessions and receive the number of hours of instruction as required by the Investment Act.

Section 3.03. Reporting by the Investment Officer and Authority Officials.

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer and Authority Officials shall prepare and submit to the Board a written report of the investment transactions for all funds of the Authority for the preceding reporting period. The report must (1) describe in detail the investment position of the Authority on the date of the report; (2) be prepared jointly by all the Investment Officers of the Authority, if the Authority appoints more than one; (3) be signed by all Investment Officers and Authority Officials who prepare the report; (4) contain a summary statement of each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period; (5) state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested; (6) state the maturity date of each separately invested asset that has a maturity date; (7) state the Authority fund for which each individual investment was acquired; and (8) state the compliance of the investment portfolio as it relates to this Policy and the Investment Act.

Section 3.04. Assistance with Certain Duties of the Investment Officer.

The Board hereby authorizes and directs the Authority's Accountant and any other Authority Officials requested by the Investment Officer to assist the Investment Officer(s) with any of his/her duties, including but not limited to the following:

1. Presenting a copy of this Policy to any person or business organization seeking to sell an investment to the Authority and obtaining the necessary written certification from such seller referred to in this section;
2. Handling investment transactions;
3. Preparing and submitting to the Board the written report of all investment transactions for the Authority as required by this section;
4. Researching investment options and opportunities;
5. Obtaining written depository pledge agreements as required herein;
6. Obtaining safe-keeping receipts from the Texas financial institution which serves as a depository for pledged Collateral; and
7. Reviewing the market value of the Authority's investments and of the Collateral pledged to secure the Authority's funds.

ARTICLE IV
PROCEDURES FOR INVESTMENT OF AUTHORITY MONIES

Section 4.01. Qualified Broker/Dealers.

The Board hereby adopts the list of broker/dealers attached hereto as **Exhibit A**, as the qualified broker/dealers with whom the Authority may engage in investment transactions. In addition to annual review and adoption of such list each year pursuant to the adoption of this Policy, the Board may, by written resolution, revise, amend or supplement such list of qualified broker/dealers.

As authorized in the Investment Act, the Board hereby designates the Executive Director of the Authority and one other member of the Board as the "designated investment committee" (the "Designated Investment Committee"). The Designated Investment Committee shall, at its discretion, approve any successors or assigns of those certain broker/dealers listed in **Exhibit A** hereto.

Section 4.02. Disclosures of Relationships with Entities Offering to Enter into Investment Transactions with the Authority.

The Investment Officer(s) and the Authority Officials shall disclose in writing (a) any "personal business relationship" with a business organization offering to engage in an investment transaction with the Authority and (b) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, to any individual seeking to sell an investment to the Authority, as required by the Investment Act. The existence of a "personal business relationship" shall be determined in accordance with the Investment Act. Such disclosure statement shall be filed with the Board and the Texas Ethics Commission.

Section 4.03. Certifications from Sellers of Investments.

The Investment Officer(s) or the Authority Officials shall present this Policy to any person or business organization offering to engage in an investment transaction with the Authority and obtain a certificate stating that such potential seller has reviewed the Policy as provided in the Investment Act. This certificate shall be in a form acceptable to the Authority and shall state that the potential seller has received and reviewed the Policy and has acknowledged that the potential seller has implemented reasonable procedures and controls in an effort to preclude investment transactions with the Authority that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of

the makeup of the Authority's entire portfolio or requires an interpretation of subjective investment standards. Neither the Investment Officer nor the Authority Officials shall purchase or make any investment from a potential seller that has not delivered to the Authority this required certification. A form of certificate acceptable to the Authority is attached hereto as **Exhibit B**.

Section 4.04. Solicitation of Bids for Certificates of Deposit.

Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods.

Section 4.05. Settlement Basis.

All purchases of investments, except investment in investment pools or in mutual funds, shall be made on a delivery versus payment basis. The safekeeping entity for all Authority investments and for all Collateral pledged to secure Authority funds shall be one approved by the Investment Officer(s).

Section 4.06. Monitoring of the Market Value of Investments and Collateral.

The Investment Officer(s), with the help of such Authority Officials as needed, shall determine the market value of each investment and of all Collateral pledged to secure deposits of Authority funds at least quarterly and at a time as close as practicable to the closing of the reporting period for investments. Such values shall be included on the investment report. The following methods shall be used:

(a) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.

(b) Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.

(c) Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:

(1) the lower of two bids obtained from securities broker/dealers for such security;

(2) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;

(3) the bid price published by any nationally recognized security pricing service; or

(4) the market value quoted by the seller of the security or the owner of such Collateral.

(d) Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two bids obtained from securities broker/dealers for such security, unless two bids are not available, in which case the securities may be valued in any manner provided in 4.06(c) hereof.

Section 4.07. Monitoring the Rating Changes in Investments.

Consistent with Section 2256.021 of the Investment Act, the Investment Officer shall monitor all investments that require a minimum rating under subchapter A of Chapter 2256, Texas Government Code, as amended, such that any such investment that does not have the minimum rating shall no longer

constitute an authorized investment. Such investments that do not have the required minimum rating shall be liquidated within 30 days of the investment's failure to maintain its required minimum rating.

ARTICLE V
PROVISIONS APPLICABLE TO ALL FUNDS

Section 5.01. Provisions Applicable to All Fund Groups.

A. All funds of the Authority shall be invested only in accordance with this Policy and shall comply with any additional requirements imposed by bond resolutions or trust indentures of the Authority and applicable state law or federal tax law, including the Investment Laws.

B. The Board, by separate resolution, may provide that the Authority's executive director or Investment Officer may withdraw or transfer funds from and to accounts of the Authority only in compliance with this Policy.

C. No fund groups shall be pooled for the purposes of investment, e.g. the funds in the Tax Increment Revenue Fund and in the Surplus Fund shall not be commingled or pooled for purposes of investment.

Section 5.02. Policy of Securing Deposits of Authority Funds -- Applicable to All Deposited Authority Funds.

A. The Authority recognizes that FDIC (or its successor) insurance is available for Authority funds deposited at any one Texas Financial Institution (including branch banks) only up to a maximum of \$250,000¹ (including accrued interest) for each of the following: (i) demand deposits, (ii) time and savings deposits, and (iii) deposits made pursuant to an indenture or pursuant to law in order to pay bondholders or noteholders. It is the policy of the Authority that all deposited funds in each of the Authority's accounts shall be insured by the FDIC, or its successor, and to the extent the deposit surpasses the FDIC Deposit Insurance Coverage limit at any given time, shall be secured by Collateral pledged to the extent of the fair market value of the principal amount deposited plus accrued interest as required by the Collateral Act.

B. If it is necessary for the Authority's depositories to pledge Collateral to secure the Authority's deposits, (1) the Collateral pledge agreement must be in writing, (2) the Collateral pledge agreement must be approved by the depository's board of directors or loan committee, (3) the depository's approval of the Collateral pledge agreement must be reflected in the minutes of the meeting of the depository's board or loan committee approving same, and (4) the Collateral pledge agreement must be kept in the official records of the depository. The depository must provide to the Investment Officer or Authority Officials with written proof of the depository's approval of the pledge agreement as required herein in a form acceptable to the Authority. A signed or certified copy of the minutes of the meeting of the depository's board or loan committee reflecting the approval of the Collateral pledge agreement or other written documentation of such approval acceptable to the Investment Officer will be accepted. It is the preference of the Board that all requirements of this section be met prior to the deposit of any Authority funds in such financial institution when a pledge of Collateral is required; however, the Board recognizes that compliance with this preference might not be practicable due to time constraints for making a deposit. In such event, the Board directs the Investment Officer and Authority Officials to proceed diligently to have such agreement approved and documented to assure protection of the Authority's funds. If the decision is made to forego the protection of a Collateral pledge agreement with any depository, the Authority's executive director shall be responsible for maintaining the balance of deposit(s) in such depository plus any accrued but unpaid interest at or below FDIC insurance levels.

¹ The \$250,000 limit is temporary and may change from time to time under applicable law.

C. Collateral pledged by a depository shall be held in safekeeping at an independent third party institution, and the Authority's administrator or Investment Officer shall obtain safekeeping receipts from the Texas financial institution or the safe-keeping institution that reflect that Collateral as allowed by this Investment Policy and in the amount required was pledged to the Authority. Principal and accrued interest on deposits in a financial institution shall not exceed the FDIC's, or its successor's, insurance limits or the market value of the Collateral pledged as security for the Authority's deposits. It shall be acceptable for the Authority's administrator or Investment Officer to periodically receive interest on deposits to be deposited to the credit of the Authority if needed to keep the amount of the funds under the insurance or Collateral limits. It is the preference of the Board that there be no sharing, splitting or cotenancy of Collateral with other secured parties or entities; however, in the event that a depository cannot accommodate this preference due to the denominations of the securities to be pledged, the Board directs the Investment Officer and Authority Officials to obtain appropriate protections in the pledge agreement with the depository to assure that the Collateral is liquidated and the funds distributed appropriately to all parties with a security interest in such Collateral. The Authority's executive director or Investment officer shall monitor the pledged Collateral to assure that it is pledged only to the Authority, review the fair market value of the Collateral to ensure that the Authority's funds are fully secured, and report periodically to the Investment Officer and the Board regarding the Collateral.

D. The Authority's funds deposited in any Texas financial institution, to the extent that they are not insured, may be secured by the pledge of any of the following:

1. Surety bonds;
2. An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
3. A general or special obligation that is (a) payable from taxes, revenues, or a combination of taxes and revenues **and** (b) issued by a state or political or governmental entity, agency, instrumentality or subdivision of the state, including a municipality, an institution of higher education as defined by Section 61.003, Texas Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital;
4. A fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a "high-risk mortgage security" under the Collateral Act;
5. A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" under the Collateral Act;
6. A letter of credit issued by a federal home loan bank; or
7. A security in which a public entity may invest under the Investment Act. As of the date of this Policy, the following are the securities in which a public entity may invest under the Investment Act and, therefore, may be used as Collateral:
 - a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
 - b. Direct obligations of the State of Texas or its agencies and instrumentalities;
 - c. Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

d. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

e. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

f. Certificates of deposit issued by a depository institution that has its main office or a branch office in the State of Texas that are (i) guaranteed by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor, (ii) secured by the obligations in which the Authority may invest under the Investment Act, or (iii) secured in any other manner and amount provided by law for deposits of the Authority;

g. Certificates of deposit made in accordance with the following conditions: (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the Authority; (ii) the funds are invested by the Authority through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the Authority; (iii) the broker or the depository institution selected by the Authority under clause (i) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the Authority; (iv) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (v) the depository institution selected by the Authority under clause (ii), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) acts as custodian for the Authority with respect to the certificates of deposit issued for the account of the Authority;

h. Repurchase agreements that comply with the Investment Act;

i. Bankers' acceptances that comply with the Investment Act;

j. Commercial paper that complies with the Investment Act;

k. No-load money market mutual funds that comply with the Investment Act;

l. No-load mutual funds that comply with the Investment Act; and

m. Guaranteed investment contracts that comply with the Investment Act.

E. Notwithstanding anything to the contrary provided above, the following may not be used as Collateral and are not authorized as investments for the Authority under the Investment Act:

a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

c. Collateralized mortgage obligations that have a final stated maturity date of greater than 10 years other than those listed in Section 5.02.D.4 and 5.02.D.5 above; or

d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Section 5.03. Diversification.

The Investment Officer may invest up to 100% of the funds of the Authority in any investment instrument authorized in this Policy.

ARTICLE VI
AUTHORIZED INVESTMENTS

Section 6.01. Authorized Investments.

Unless specifically prohibited by law or elsewhere by this Policy, Authority monies in any of its fund groups may be invested and reinvested only in investments under the Investment Act:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

2. Direct obligations of the State of Texas or its agencies and instrumentalities;

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities;

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

6. Bonds issued, assumed, or guaranteed by the State of Israel;

7. Interest-bearing banking deposits that are guaranteed or insured by:

a. The Federal Deposit Insurance Corporation or its successor; or

b. The National Credit Union Share Insurance Fund or its successor;

8. Interest-bearing banking deposits other than those described by Subsection 7 if:

a. The funds invested in the banking deposits are invested through (i) a broker with a main office or branch in this state and is selected from a list adopted by the Authority, or (ii) a depository institution with a main office or branch office in this state that the authority selects;

b. The broker or depository institution selected as described by Subsection (a) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the Authority's account;

c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

d. The Authority appoints as the Authority's custodian of the banking deposits issued for the Authority's account: (i) the depository institution selected as described by Subsection (1); (ii) and entity described by Section 2257.041(d) of the Texas Government Code, as amended; or (iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-03.

9. Certificates of deposit issued by a depository institution that has its main or a branch office in the State of Texas and that are (i) guaranteed by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor, (ii) secured by the obligations in which the Authority may invest under the Investment Act, or (iii) secured in any other manner and amount provided by law for deposits of the Authority;

10. Certificates of deposit made in accordance with the following conditions: (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the Authority; (ii) the funds are invested by the Authority through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the Authority; (iii) the broker or the depository institution selected by the Authority under clause (i) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the Authority; (iv) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (v) the depository institution selected by the Authority under clause (ii), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) acts as custodian for the Authority with respect to the certificates of deposit issued for the account of the Authority;

11. Repurchase agreements that comply with the Investment Act;

12. Bankers' acceptances that comply with the Investment Act;

13. Commercial paper that complies with the Investment Act;

14. No-load money market mutual funds that comply with the Investment Act; and

15. No-load mutual funds that comply with the Investment Act;

16. Investment Pools which meet the requirements set forth in Section 2256.016 and Section 2256.019 of the Texas Government Code, as amended and which are specifically authorized by a resolution that is approved by the Board; and

17. With respect to bond proceeds, guaranteed investment contracts that comply with the Investment Act.

Section 6.02. Prohibited Investments.

Notwithstanding anything to the contrary stated herein, no funds of the Authority may be invested in the following or in any other type of investment prohibited by the Investment Act or other applicable law:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. Collateralized mortgage obligations the interest rate of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters).

Section 6.03. Investment of Funds Related to Authority.

Anything in this Policy to the contrary notwithstanding, to the extent that any funds are held by a trustee under a trust indenture relating to the Authority's debt, such funds may be invested as provided by the resolution authorizing the issuance of the bonds or the related trust indenture.

ARTICLE VII
INVESTMENT STRATEGIES

Section 7.01. Strategy Applicable to All Funds.

The Authority's general investment strategy for all fund groups shall be to invest such monies from such fund groups so as to accomplish the following objectives, which are listed in the order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the Authority;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Section 7.02. Investment Strategy for the Tax Increment Revenue Fund.

Funds in the Tax Increment Revenue Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board. Operating funds shall not be invested for longer than three (3) years.

Section 7.03. Investment Strategy for the Surplus Fund.

Funds in the Surplus Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board. Surplus funds shall not be invested for longer than three (3) years.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Annual Review.

The Authority shall review this Investment Policy at least annually and adopt a resolution confirming the continuance of the Investment Policy without amendment or adopt an Amended Investment Policy.

Section 8.02. Superseding Clause.

This Policy supersedes any prior policies adopted by the Board of Directors regarding investment or securitization of Authority Funds.

Section 8.03. Open Meeting.

The Board officially finds, determines and declares that this Investment Policy was reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at a place readily accessible and convenient to the public within the boundaries of the City of Houston Tax Increment Reinvestment Zone Number 2 and on a bulletin board located at a place convenient to the public at the City Hall of the City of Houston, Texas for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Policy was discussed, considered and acted upon. The Board further ratifies, approves and confirms such written notice and the contents and posting thereof.

[Remainder of page intentionally left blank]

Adopted on the 22nd day of July, 1998.

Ratified on the 29th day of April, 1999, amended and ratified on the 27th day of February, 2003, amended and ratified on the 26th day of August, 2004, amended and ratified on the 25th day of August, 2005, amended and ratified on the 27th day of April, 2006, amended and ratified on the 28th day of June, 2007, amended and ratified on the 29th day of May, 2008, amended and ratified on the 27th day of August, 2009, amended and ratified on the 29th day of April, 2010, ratified on the 28th day of April, 2011 amended and ratified on the 8th day of December, 2011, reviewed and confirmed on the 26th day of July, 2013, reviewed and confirmed on the 26th day of June, 2014, reviewed and confirmed on the 28th day of May, 2015, reviewed and confirmed on the 25th day of August, 2016, amended and ratified on the 28th day of September 2017, reviewed and confirmed on the 26th day of July, 2018 and reviewed and confirmed on the 12th day of December, 2019.

Exhibit A

LIST OF AUTHORIZED BROKER/DEALERS

Allegiance Bank
Amegy Bank of Texas (Amegy Bank, N.A.)
American First National Bank
Bank of America Corporation
Bank of America, N.A.
Bank of OZK
Bank of Texas (BOKF, NA)
BBVA Compass Bank
Beal Bank
BOKF Financial
Capital Bank, N.A.
Capital One, N.A.
Capital Markets Group, Inc.
Cathay Bank
Central Bank
Chase Investments Services Corp.
Chasewood Bank
Citibank
City Bank
Comerica Bank
Commercial State Bank
CommunityBank of Texas, N.A.
CUNA
Edward Jones
Encore
Enterprise Bank and Trust Company
FirstBank & Trust Company
First Bank Texas
First Citizens Bank
First Community Bank, N.A.
First Financial Bank
First International Bank & Trust
First National Bank of Bastrop
First National Bank Texas
First Texas Bank
Fiserve, Inc.
Frost Bank
FTN Financial
Guaranty Bank and Trust
Green Bank, N.A.
Golden Bank, National Association
Hanmi Bank
Herring Bank
Hilltop Securities
HomeTown Bank, N.A.
Icon Bank
Independence Bank
Independent Bank
Integrity Bank

IBC Bank
Invesco
JPMorgan Chase & Co.
Chase Bank, N.A.
J.P. Morgan Securities LLC
Legacy Texas Bank
Legg Mason
LOGIC (Local Government Investment Cooperative)
Lone Star National Bank
Lone Star Investment Pool
LPL Financial Services
Masterson Advisors
Mercantil Commercebank, National Association
Merchants Bank
Metro Bank, National Association
Midkiff & Stone Capital Group, Inc.
MidSouth Bank
Moody National Bank
Morgan Stanley
Morgan Stanley Wealth Management
New First National Bank
Northern Trust, National Association
Omnibank National Association
Patriot Bank
Plains State Bank
Post Oak Bank
Preferred Bank
Prime Way Federal Credit Union
Prosperity Bank
Prudential Equity Group
Raymond James
RBC Wealth Management USA
Regions Bank
Regions Financial Corporation
Security State Bank
Southwestern National Bank
Spirit of Texas Bank
State Bank of Texas
State Street Bank & Trust Co.
TexSTAR
Texan Bank
Texas Capital Bank, National Association
Texas Citizens Bank
Texas CLASS
Texas Community Bank
Texas First Bank
Texas Gulf Bank
Texas State Bank
TIB – The Independent BankersBank
TexPool/TexPool Prime
The Bank of River Oaks
Tri Star Financial
Trustmark National Bank

U.S. Bank National Association
UBS Financial Services, Inc.
Unity National Bank
Vista Bank
Wallis State Bank
Wells Fargo Advisors, LLC
Wells Fargo Bank, N.A.
Whitney Bank
Woodforest National Bank

Exhibit B

**CERTIFICATE OF COMPLIANCE FROM SELLERS OF INVESTMENTS
AS REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT**

To: Midtown Redevelopment Authority (the "Authority")

From: _____
[Name of the person offering or the "qualified representative of the business organization" offering to engage in an investment transaction with the Authority] _____
[Office such person holds]

of: _____ (the "Business Organization")
[name of financial institution, business organization or investment pool]

Date: _____, 20__

In accordance with the provisions of Chapter 2256 of the Texas Government Code, I hereby certify that:

1. I am an individual offering to enter into an investment transaction with the Authority or a "qualified representative" of the Business Organization offering to enter an investment transaction with the Authority, as applicable, as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Investment Act"), and that I meet all requirements under such act to sign this Certificate.
2. I or the Business Organization, as applicable, anticipate selling to the Authority investments (the "Investments") that comply with the Investment Act and the Authority's Investment Policy as amended and restated last on September 28, 2017 (collectively, the "Investment Policy").
3. I or a registered investment professional that services the Authority's account, as applicable, have received and reviewed the Investment Policy, which the Authority has represented is the complete Investment Policy of the Authority now in full force and effect. The Authority has further acknowledged that I or the Business Organization, as applicable, may rely upon the Investment Policy until the Authority provides me or the Business Organization, as applicable, with any amendments to or any newly adopted form of the Investment Policy.
4. I or the Business Organization, as applicable, have/has implemented reasonable procedures and controls in an effort to preclude investment transactions between the Authority and me or the Business Organization, as applicable, that are not authorized by the Investment Policy, except to the extent that this authorization is dependent upon an analysis of the Authority's entire portfolio or requires an interpretation of subjective investment standards.
5. I or the Business Organization, as applicable, have/has reviewed or will review prior to sale, the terms, conditions and characteristics of the investments to be sold to the Authority and determined (i) that each of the Investments is an authorized investment for local governments under the Investment Act and (ii) each of the Investments is an

authorized investment under the Investment Policy. The Business Organization makes no representation as to whether any limits on the amount of Authority monies to be invested in the Investments exceeds or in any way violates the Investment Policy.

6. The Business Organization makes no representations or guarantees regarding the prudence, reasonableness or adequacy of the Investment Policy.
7. The Business Organization has attached hereto, for return to the Authority, or will provide a prospectus or disclosure document for each of the Investments other than certificates of deposit and direct obligations of the United States.

By: _____
Name: _____
Title: _____

EXHIBIT B
LIST OF AUTHORIZED BROKER/DEALERS

Allegiance Bank of Texas
Amegy Bank, N.A.
Bank of America, N.A.
Bank of Houston
Bank of Texas, N.A.
BBVA Compass Bank
Beal Bank, s.s.b.
Capital Bank
Capital One Financial Corp.
Capital Markets Group, Inc.
Central Bank
Chase Investments Services Corp.
Chasewood Bank (Inc)
Coastal Securities, Inc.
Comerica Bank
Commercial State Bank
Community State Bank
Crosby State Bank
Encore Bank
Enterprise Bank
First Bank
First Bank of Conroe
First Bank of Texas
First Bank & Trust Company (Inc)
First Choice Bank
First Community Bank
First National Bank Bastrop
First National Bank
First National Bank of Texas
Fiserve Investor Services, Inc.
Frost Bank
Herring National Bank
HomeTown Bank, N.A.
Houston Community Bank, N.A.
International Bank of Commerce
Ironstone Bank
JPMorgan Chase Bank, N.A.
JP Morgan Securities Inc.
Legacy Texas Bank
Legg Mason
LOGIC (Local Government Investment Cooperative)
Lone Star Bank, s.s.b.
Lone Star Investment Pool
LPL Financial Services
Main Street Bank
Memorial City Bank
Merchants Bank, N.A.
Merrill Lynch & Co., Inc.
Metro Bank, N.A.
Midkiff & Stone Capital Group, Inc.
MidSouth Bancorp, Inc.

Moody National Bank
Morgan Keegan & Co., Inc.
Morgan Stanley
Morgan Stanley Smith Barney
New First National Bank
Northwest Investment Services, Inc.
Omni Bank, N.A.
Plains State Bank
Post Oak Bank
Preferred Bank
Prosperity Bank/Prosperity Bancshares, Inc.
Prudential Securities Group, Inc.
Raymond James & Associates, Inc.
RBC Capital Markets
Regions Bank
Security State Bank
Southwest Securities, Inc.
State Bank of Texas
State Street Bank & Trust Co.
Sterling Bank/Sterling Bancshares, Inc.
Sun America Securities, Inc.
Tex STAR Investment Pool
Texas Capital Bank, N.A.
Texas Citizens Bank
Texas CLASS
Texas Community Bank
Texas First Bank
Texas Independent Bank
Texas Savings Bank, s.s.b.
Texas State Bank
TexPool/TexPool Prime
The Bank of River Oaks
Tradition Bank
Tri Star Financial
Trustmark National Bank
UBS Financial Services, Inc.
Union Planters Bank
Unity National Bank
Wachovia Bank, N.A.
Wallis State Bank
Wells Fargo Bank, N.A.
Wells Fargo Brokerage Services, LLC
Westbound Bank
Whitney National Bank
Woodforest National Bank
Veritex Bank

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Ratified: November 19, 2009
Ratified and Amended: February 24, 2011
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Ratified and Amended: January 10, 2013
Ratified and Amended: January 30, 2014
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Ratified and Amended: April 30, 2015
Ratified and Amended: October 27, 2016
Ratified and Amended: August 30, 2018
Ratified and Amended: December 12, 2019

EMPLOYEE POLICY MANUAL

Midtown Redevelopment Authority

Midtown Redevelopment Authority Employee Policy Manual

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Section 1. PREAMBLE

The Midtown Redevelopment Authority (the “Authority”) was created by Resolution No. 95-96, adopted on June 28, 1995, to aid, assist and act on behalf of the City of Houston, Texas (the “City”) in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of Midtown and neighboring areas as described in Ordinance No. 94-1345. The Midtown Management District (“MMD”) was created in 1999 by the Texas Legislature with the consent of the City, and operates under Chapter 375, Texas Local Government Code, and Chapter 3809, Texas Special Districts Local Laws Code. The Midtown Parks Conservancy (“MPC”) is an entity that works in conjunction with the Authority and MMD under various agreements.

Employees of the Authority are subject to the policies set forth in this Employee Policy Manual (the “Manual”). At times, employees of the Authority may perform services for the benefit of MMD or MPC; Authority employees remain subject to the policies set forth in this Manual, even when engaging in work for the benefit of MMD or MPC. The Authority, MMD, and MPC are collectively referred to in this Manual as the “Midtown Entities.”

The purpose of this Manual is to provide Authority employees with an overview of the policies and procedures that relate to employment. Authority employees are expected to know and be familiar with the contents of this Manual. This Manual may be revised or supplemented from time to time at the discretion of the Board of Directors of the Authority (the “Board”) without prior notice. In addition, the policies in this Manual supplement any governing documents of the Authority, as applicable.

THIS MANUAL DOES NOT CONSTITUTE A CONTRACT REGARDING TERMS OF EMPLOYMENT AND DOES NOT CREATE ANY CONTRACTUAL RIGHTS REGARDING TERMS OF EMPLOYMENT, NOR DOES IT GUARANTEE EMPLOYMENT FOR ANY SPECIFIC DURATION. Instead, the policies and procedures set forth herein establish guidelines only. Nothing contained in the Manual should be construed as a promise or guarantee of continued employment or any benefit. The employment relationship between the Authority and its employees is at-will. This at-will relationship cannot be altered by any oral statements or any statements in the Manual.

All Authority employees are subject to the terms and conditions of the policies contained in the Manual. Employment or continued employment with the Authority constitutes the employee’s agreement to abide by the policies contained in the Manual. An employee’s refusal to review this Manual or sign this form acknowledging receipt of this Manual does not exempt the employee from knowing, understanding and complying with the policies and procedures contained in this Manual.

If any policy in the Manual conflicts with applicable law, the Authority will comply with the applicable law.

Section 2. EMPLOYEE POLICIES AND PROCEDURES

A. General Provisions.

1. Administrative, managerial, and supporting employees are to be hired, managed, and developed in a manner that meets the objectives of the Authority and in compliance with applicable law.
2. When performing work on behalf of the Authority, employees must conduct themselves in a manner consistent with sound business and ethical practices; the public interest must always be considered in conducting business on behalf of the Authority; and the appearance of impropriety must be avoided to ensure and maintain public confidence.
3. Compliance with the policies in this Manual is a condition of initial and continued employment. Disciplinary action, up to and including termination of employment, will be taken against any employee who violates such policies as described herein.
4. The Executive Director of the Authority (the “Executive Director”) is responsible for administering and enforcing the Employee Policies in this Manual.
5. Should the Executive Director be unable to fulfill his or her duties under this Manual, the Board shall have the right to designate an individual within the Authority to perform the Executive Director’s duties in his or her absence.

B. Equal Employment Opportunity

1. The Authority is an equal opportunity employer. It is the commitment of the Authority to select and retain the best qualified individuals based upon job-related qualifications, regardless of race, sex, sexual orientation, gender identity, color, religion, national origin, citizenship, age, military and/or veteran status, disability, genetic information, or any other characteristic protected by applicable federal, state, or local law. This commitment includes recruitment, selection, transfers, promotions, scheduling, corrective action, compensation, benefits, separation or any other term or condition of employment.
2. The Authority will provide reasonable accommodations in accordance with applicable laws prohibiting discrimination in employment against qualified individuals with disabilities to qualified individuals with known physical or mental disabilities, unless undue hardship would result.
3. In accordance with applicable laws, absent undue hardship, the Authority will make reasonable accommodations for sincerely held religious beliefs.
4. The Authority prohibits intimidation, coercion or harassment of any kind. If any employee is asked to participate in, is a witness to, or has experienced an activity

that the employee considers discriminatory or harassing, the employee should immediately bring the situation to the attention of his or her supervisor or the Executive Director—whichever the employee feels most comfortable.

5. It is the obligation of each employee to comply with the spirit and intent of this EEO Policy. Any violations of this EEO Policy will be cause for disciplinary action, up to and including termination of employment.

C. Policy Prohibiting Harassment and Discrimination.

1. Policy

- (a) The Authority is committed to maintaining a work environment free of unlawful discrimination, harassment, and retaliation. The Authority prohibits all behavior which is motivated by or is offensive on the basis of the protected characteristics and statuses described the above EEO Policy. Employees engaging in any form of harassment, discrimination, or retaliation in violation of the Authority's policies will be subject to disciplinary action, up to and including termination of employment.
- (b) Harassment or discrimination prohibited by this policy includes, without limitation, harassing or discriminatory intimidations, insult, ridicule and comments where:
 - (1) The conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
 - (2) The conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
 - (3) The conduct otherwise adversely affects an individual's employment opportunities.
- (c) The Authority will not tolerate sexual harassment by any person who is employed by or associated with the Authority. Sexual harassment includes, but is not necessarily limited to, unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature where:
 - (1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
 - (2) Submission to or rejection of the conduct is used as the basis for an employment decision affecting the employee (e.g., demotion, promotion, performance evaluation or compensation); or
 - (3) The conduct or speech has the purpose or effect of unreasonably interfering with an employee's work

performance or creating an intimidating, hostile or offensive working environment (e.g., unwanted sexual jokes, vulgar language, sexual gestures, physical assaults, sexual advances or displaying sexually oriented materials like publications, pictures, cartoons or photographs).

- (d) The definition of sexual harassment may be easier to understand if an employee recognizes that the definition identifies two types of sexual harassment:
 - (1) Quid Pro Quo - this typically describes a situation in which an employee is confronted with sexual demands, and the response to the demands will dictate whether, for example, this employee will get a promotion or keeps his or her job; and
 - (2) Hostile Work Environment - this typically involves unwelcomed sexual conduct that permeates the work environment and interferes with an employee's ability to do his or her job, or unwelcomed sexual conduct that is sufficiently severe and pervasive that it creates an abusive or offensive work environment.

In addition, any unwelcomed sexual conduct by a vendor or supplier of the Authority, or by any other non-employee of the Authority who has workplace or work-related contact with Authority employees, is prohibited and must also be reported and addressed.

2. Complaint Procedure

- (a) Any employee who feels that he or she has been subjected to behavior that violates this policy should immediately tell the individual engaging in the behavior that it is offensive and ask that it stop. The employee also should immediately contact his or her supervisor to report the behavior. If the behavior involves the employee's supervisor or the employee is not comfortable making a report to the supervisor, the employee should report the behavior to the Executive Director. Employees should report the behavior to the person—supervisor or Executive Director—whom the employee feels most comfortable.
- (b) All employees are responsible for maintaining a workplace free of discrimination, harassment, and retaliation in violation of this policy. Any person may initiate a complaint regarding incidents experienced personally or observed in the workplace. If any employee is asked to participate in, is a witness to, or has experienced an activity that the employee considers discrimination, harassment, or retaliation, the employee should immediately bring the situation to the attention of his or her supervisor and/or the Executive Director. It is the responsibility of all employees to

bring complaints to the attention of his or her supervisor and/or the Executive Director so that the Authority can help resolve them. An employee should never assume that the Authority is aware of inappropriate conduct that an employee has witnessed or experienced. Employees are encouraged to report any conduct that they feel may be inappropriate regardless of whether the employee is confident that such conduct violates this policy, or any other Authority policy or standards. Employees should understand that the Authority wants them to bring any concerns related to harassment, discrimination, or retaliation to its attention so that the Authority can review such matters and address them as appropriate, regardless of whether such conduct is an express violation of a specific policy.

- (c) Upon receipt of a report or complaint of harassment, discrimination, or retaliation, the Authority will promptly and discretely, to the extent possible, conduct an investigation. In determining whether the alleged conduct constitutes a violation of this policy, the totality of the circumstances, the nature of, and the context in which the alleged conduct or incident occurred will be considered.
- (d) If it is determined that a violation of this policy has occurred, prompt and appropriate action will be taken.

3. No Retaliation.

- (a) The Authority prohibits retaliation in any form against any employee who, in good faith, initiates a complaint; any employee who, in good faith, reports the possible existence of harassment or discrimination against others; or any employee who, in good faith, participates in or assists with investigation of a complaint. Any employee who believes retaliation has occurred should immediately report the alleged retaliation using the complaint procedure described above.

D. Drug and Alcohol Policy.

- 1. It is the policy of the Authority to maintain a drug-free workplace. The Authority prohibits the manufacture, distribution, dispensation, possession, concealment, use, sale, or transfer of alcohol, inhalants, drugs, synthetic drugs, or controlled substances (collectively "prohibited substances") and the possession of drug-related paraphernalia or literature promoting the use of illegal drugs, while at work, on Authority premises (including in parking lots), in Authority vehicles, or on business for any of the Midtown Entities. Possession and use include having the metabolites of a prohibited substance in the employee's system resulting in a positive test. The Authority also prohibits the presence of any person on the premises of the Authority while under the influence of any prohibited substance. If approved by the Executive Director, the moderate use of alcoholic beverages at Authority-sponsored or business/social events is permitted.

2. To the extent that it does not impair an employee's job performance or safety or the safety of others, employees may possess and use over the counter and prescription medication in the workplace provided that:
 - (a) *For prescription medication:* A licensed health care provider has prescribed the medication for the employee's use and the employee has a current and valid prescription.
 - (b) The employee uses the medication in a manner and for the purpose prescribed (if a prescription medication) and the intended purpose.
 - (c) All medication is kept in the original container.
 - (d) The employee can safely perform his or her essential job functions while taking the medication. If the employee's use of medication may impair or affect the employee's ability to safely perform his or her essential job functions, the employee should advise the Executive Director that he or she is taking the medication and its potential safety impact, prior to performing any work assignment while under the influence of the medication.
3. Consistent with our intent to maintain a work environment that is safe, drug-free, conducive to high work performance, and in compliance with our standards, the Authority may conduct drug and alcohol testing on applicants as a condition of hire and on employees as a condition of continued employment. The Authority may conduct tests when there is reasonable-suspicion of a violation of this policy and after an accident or incident, in appropriate circumstances and other testing in a manner that is consistent with the intent and enforcement of this policy. The Authority may, from time to time and without prior notice, also conduct random drug testing. These tests may include chemical analyses of urine, hair, blood, breath, or saliva specimens. It is the intent of the Authority to comply with any applicable federal, state, and local laws and regulations governing drug and alcohol use and testing in the workplace.
4. From time to time and without prior notice, authorized representatives of the Authority may conduct searches for prohibited items and substances of individuals entering the workplace or performing assigned duties for the Authority at any location. These searches may include, but are not limited to, vehicles, offices, desks, personal possessions, luggage, clothing, lockers, and living quarters. When appropriate, prohibited items and substances discovered during these searches may be retained by the Authority or reported and released to appropriate law enforcement agencies. Employees should have no expectation of privacy while in the workplace or performing assigned duties for the Midtown Entities at any location.

E. Weapons in the Workplace.

1. The Authority prohibits employees from possessing weapons of any kind in the workplace, while engaged in Authority activities, and at Authority-sponsored events.
2. Notwithstanding the above, in compliance with applicable law, an employee who holds a license to carry a concealed handgun, or who otherwise lawfully possesses a firearm or ammunition, may store such weapons out of plain view within a locked, privately owned vehicle in the Authority's parking area. Under no circumstance shall an employee store or possess any weapons in any Authority vehicle.
3. Weapons include, but are not limited to: guns; knives; mace; explosives; or any item with the potential to inflict harm that has no common purpose. This list is illustrative only, and not exhaustive.

F. Employment.

1. Employment Status

- (a) "Full-Time Employee" means an employee who regularly works a minimum of forty hours a week and has been employed at least 90 days by the Authority.
- (b) "Part-Time Employee" means an employee who regularly works less than forty hours a week.

2. Time Reporting.

- (a) It is the policy of the Authority to comply with all applicable laws that require records to be maintained of the hours worked by its employees. To ensure that accurate records are kept of hours worked (including overtime work), all non-exempt employees must keep a record of, and report to the Authority, all hours worked in a workweek.
- (b) Non-exempt employees must accurately record all of their actual working hours. This is not only a matter of strict policy, but it is a requirement of applicable law as well. No supervisor may ask or require non-exempt employees to work without properly recording their time, or to record their time improperly. Non-exempt employees may not work any hours without reporting those hours to the Authority. This includes, for example, time worked before or after the regular scheduled work day and during meal periods. No "off-the-clock" work is permitted. Off-the-clock work means work a non-exempt employee performs but fails to report on his or her time record. If an employee is asked to work without reporting his or her time by any supervisor or other individual, that employee must report the

request immediately to the Executive Director. Non-exempt employees will be paid for all hours worked.

- (c) An exempt employee's weekly salary is pay for all hours worked in a week and is not subject to deductions for variation in the quantity or quality of the work the employee performs. There are only a few instances where deductions are permitted, and these include the following: any full week an employee does not work; full day absences for personal reasons or illness in accordance with the Authority's PTO policy; and, full day disciplinary suspensions for major safety violations and significant infractions of written workplace conduct rules.
- (d) Any employee who believes that he or she is being asked to work without properly recording work hours, or to record less than all hours worked, or has had an improper deduction in the employee's paycheck, should notify his or her supervisor or the Executive Director. An employee's report of non-compliance with this policy will be promptly investigated and he or she will be promptly reimbursed for any errors in payment for all hours worked, any improper deductions from wages, or any other errors relating to pay. An employee who makes any such report in good faith will suffer no retaliation for bringing such information to the attention of management. An employee who believes that he or she was retaliated against for making a report regarding wage or pay discrepancies should report this to the Executive Director as well.

G. Employment Termination.

Employees are employed by the Authority on an at-will basis. Nothing in this Manual restricts or in any way modifies the Authority's right or the employee's right to terminate the employee's employment at any time.

1. *Voluntary Termination.* Employees wishing to resign should give at least two weeks advance notice of the effective date of resignation. All resignations must be in writing to the Executive Director.
2. *Abandonment Termination.* After an unreported, unapproved absence of three or more consecutive workdays, an employee may be terminated or considered to have resigned. Reinstatement may occur, in the sole discretion of the Authority, if the employee can explain the extenuating circumstances that prevented them from notifying the Authority regarding the absence at issue. Pay will cease effective the first day of absence.
3. *Involuntary Termination.*
 - (a) *Discharge.* Any employee is subject to being discharged from employment at any time.

- (b) *Death.* Deceased employees will be removed from the payroll at the end of the day on which death occurred.
- 4. All employees who are separating from employment, either voluntarily or involuntarily, are required to schedule an exit interview with the Executive Director at a time and place as specified by the Executive Director.
- 5. Final pay is made in accordance with applicable law.

H. Attendance and Attire.

- 1. Employees are required to maintain attendance that facilitates working cooperatively with other employees during normal work hours. "Attendance" is limited to mean work performed in the offices of the Authority and in the field within the Zone, and local meetings in the Houston area as well as continuing education seminars, or as otherwise designated.
- 2. The general workweek is eight hours a day, Monday through Friday. Normal work hours are from 8:00 a.m. to 5:00 p.m. excluding one hour for lunch. However, from time to time and at the discretion of the Executive Director, the workweek may be modified or an alternative workweek may be implemented upon reasonable notice to all employees and the Board.
- 3. Tardiness and Other Absence.
 - (a) Attendance and punctuality are important to the Authority's business. Regular attendance is an essential function of employment. The Authority also expects employees to report to work on a reliable and punctual basis. Unexcused absences or tardiness occurrences, in particular, may be grounds for disciplinary action, up to and including termination of employment
 - (b) It is the employee's responsibility to be at work and on time and to call his or her designated supervisor when it is not possible to be at work on time. Repeated unexcused tardiness is grounds for termination of employment.
 - (c) In the case of illness, the employee is asked to contact the Administrative Manager or the employee's supervisor as soon as possible, but no later than the time the employee is scheduled to begin work.
- 4. Dress Code
 - (a) Attire at all times should be professional and in good taste.
 - (b) The Executive Director may provide additional guidelines on appropriate professional attire at his or her discretion.

I. Compensation.

1. Salaries are paid either by check or direct deposit, as elected by the employee, semi-monthly on the 15th and last working day of each month. The pay period cut-off dates are the 5th and 20th of each month. Any special situations regarding payment of salaries are handled at the discretion of the Executive Director. The employee is responsible for the completion and accuracy of all records related to timesheets, withholding requests, and other documentation authorizing payroll deductions. Employees must review their paychecks promptly and report any errors to the Executive Director. All errors will be promptly corrected.
2. Pay increases are made in the sole discretion of the Authority and generally are based on each employee's performance and other economic factors impacting the Authority. Employees should not construe this policy as requiring any increase salaries at any time.

J. Vacation Plan.

1. Vacation practices are intended to grant eligible employees time off with pay according to their years of service. These practices apply to all regular, full-time employees. Part-time employees are not eligible for paid vacation.
2. Prior supervisory approval through normal reporting channels is required for employees to take vacation.
3. Vacation time allotments are based on length of service.
4. All vacations will be determined on a calendar-year basis. For instance, an increase in an employee's allotment of vacation days does not take effect until January 1 of the year after the year in which the employee completes the service requirement set out below.
 - (a) If an otherwise eligible employee is absent from work at the beginning of a calendar year for any reason (including paid sick leave, unpaid leave of absence, etc.), the employee is not eligible for paid vacation in that calendar year unless and until the employee returns to active work in that calendar year.
 - (b) If an employee has not performed active work in a calendar year, the employee is not eligible for paid vacation in that calendar year.
 - (c) If an employee is on authorized absence (with or without pay) throughout an entire calendar year, the employee is not eligible for paid vacation in that calendar year; therefore, the employee will not receive vacation in that calendar year.
5. New Employees are eligible for: (Employees hired during the year in which vacation would be taken or the directly preceding year ("New Employee")):

- (a) Two (2) weeks of vacation after one (1) year of service, to be taken between January 1 after the end of the one (1) year period and December 31 of the following year hired; and
 - (b) Three (3) weeks of vacation after five (5) years of service, to be taken between January 1 after the end of the second (2nd) year period and December 31 of the following year.
6. A regular, active employee (not qualifying as a New Employee) is eligible for a paid vacation of two (2) weeks during each calendar year. As years of continuous service increase, weeks of vacation eligibility also increase as shown below:

LENGTH OF SERVICE	WEEKS OF VACATION*
After 1st year	2 weeks
After 5th year	3 weeks
After 10th year	6 weeks or such other amount that may be determined by the Board

*After the first year of service, vacation periods coincide with calendar years.

- 7. Vacation time must be taken the year earned, with the exception of up to five (5) days of vacation. At the end of one calendar year, an employee may carry over up to five (5) earned, unused vacation days into the next calendar year. Such days must be used in the next calendar year or they will be lost. Employees may not carry over more than five (5) earned, unused vacation days from one calendar year to the next calendar year. Notwithstanding the foregoing, employees who have ten (10) or more years of continuous employment service with the Authority will be permitted to carry over up to 50% of their earned, unused vacation days from one calendar year to the next calendar year, but in no event can such employee carry over more than three (3) weeks of earned, unused vacation days.
- 8. Regular active employees, employees actively at work on December 31 or those on approved vacation on December 31, may take vacation beginning the first work day of a new calendar year.
- 9. Vacations should be scheduled and requested within a reasonable time, as determined by the Executive Director, in advance of such dates requested so plans may be made for personnel replacements, if necessary. If practical, vacation schedules will be approved according to employees' preferences. However, work assignments and responsibilities will be the controlling factors in scheduling vacations of individual employees. Vacation date preferences may be granted based on length of service among other factors.
- 10. If an employee resigns in good standing, as determined by the Executive Director, the employee will be paid for accrued vacation time not taken in that current calendar year. If an employee's employment is terminated by the Authority for any reason, that employee will not be paid for accrued vacation time not yet taken.

11. Employees who do not actively perform their jobs during a calendar year (e.g., those who are on paid or unpaid authorized or unauthorized absences or as determined by the Executive Director) will not receive pay in lieu of vacation.
12. If a Paid Holiday (see Section K below) occurs during the period of an employee's vacation, the employee will be granted either the last scheduled work day before the vacation or the first scheduled work day after the completion of the vacation as a substitute vacation day. If two or more Paid Holidays occur during an employee's vacation, the employee will be granted an equivalent number of substitute vacation days. The designation of days to be recognized as substitute vacation days shall be at the employer's option, as determined at the discretion of the Executive Director.
13. Vacation time is not considered hours worked for the purpose of calculating overtime

K. Paid Holidays.

1. The Authority has designated and observes certain days of the year as Paid Holidays with pay for eligible employees. These practices apply to all regular, full-time employees. Part-time employees are not eligible for Paid Holidays.
2. The Authority grants **ten** (10) paid holidays per year plus **one** (1) floating holiday. The Authority follows the City Office Holiday Schedule and guidelines as established and approved by the City Council each year. The Authority does not provide additional pay or holidays for "Paid Holidays" not taken. Paid Holidays are generally as follows, however, the Authority reserves the right to modify this list as necessary:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

3. Holidays are not considered hours worked for the purpose of calculating overtime

L. Personal Time Off.

1. The Authority has established personal time off to grant eligible employees time off with pay in the event of the employee's own injury or illness, doctor's appointments, or other unforeseen need to be absent for personal reasons and also in the event of the short-term need to care for a spouse, child, or parent. The following personal time off guidelines have been established for all employees who qualify.

2. Full-Time Employees will be eligible for **seven (7)** days of personal time off effective January 1 of each year following the employee's first year of service. Part-time employees are not eligible for personal time off.
3. In the event personal time off is to be taken for a planned absence, such as a doctor's appointment or other personal appointment, the employee must seek the supervisor's advance approval in order to apply PTO to the absence. Employees are encouraged to schedule appointments in a manner that does not interfere with work schedules, where possible. In the event the need to use PTO is for an unforeseen absence, employees must notify their supervisor as soon as reasonably practicable to their normal report to work time in order to designate the day as personal time off.
4. The Authority reserves the right to require written verification of illness from a licensed practicing medical physician or healthcare provider for any absence due to illness, injury, or medical appointment that lasts three (3) consecutive days or more, within the scope of this Section prior to approving payment of personal time off benefits to an employee. Absent extenuating circumstances, employees will not be permitted to apply personal time off to three (3) or more consecutive days of planned absences. Moreover, the Authority retains the right to deny personal time off requests that are longer than three (3) consecutive days in length, regardless of the reason for the absence.
5. Payment of personal time off benefits does not automatically constitute an acceptable reason to be absent from work. Employees with absenteeism problems, as determined by the Authority, regardless of whether they receive personal time off benefits or not, may find themselves subject to disciplinary action up to and including termination.
6. Personal time off may not be carried over from the prior year or borrowed from the next calendar year, and payment in lieu of personal time off is prohibited. Accrued, unused personal time off is not paid to the employee upon the employee's separation from employment for any reason.
7. Personal time off is not vacation time, and should not be used as such. Personal time off may be used for reasons such as an employee's own injury or illness, doctor's appointments, or other unforeseen need to be absent for personal reasons and also in the event of the short-term need to care for a spouse, child, or parent.
8. In the event an employee exhausts his or her seven (7) days of personal time off in a calendar year, the employee must charge any additional absences to vacation or unpaid leave.
9. Personal time off is not considered hours worked for the purpose of calculating overtime.

M. Bereavement Leave.

1. Effective January 1 of each year following the employee's first year of service, full-time employees will be eligible for three (3) days of paid bereavement leave for the death of an immediate family member. Part-time employees are not eligible for bereavement leave.
2. For purposes of this policy, immediate family members include an employee's:
 - Spouse or domestic partner.
 - Parent.
 - Step-parent.
 - Parent-in-law.
 - Sibling.
 - Brother-in-law; Sister-in-law.
 - Child.
 - Step-child.
 - Son-in-law; Daughter-in-law.
 - Grandparent.
 - Grandchild.
 - Aunt; Uncle
 - Niece; Nephew
3. Bereavement leave is not considered hours worked for the purpose of calculating overtime. Accrued, unused bereavement leave is not paid to the employee upon the employee's separation from employment for any reason.
4. Employees are responsible for requesting bereavement leave from their supervisor as far in advance as possible. The Authority may require verification of the need for bereavement leave.

N. Leave.

1. Upon written request or in an emergency, paid or unpaid leave of absence may be given for various reasons upon the approval of the Executive Director.
2. Benefits do not accrue while the employee is on leave without pay.
3. An employee who requires a leave of absence for medical reasons in order to return to work and perform the employee's essential job functions, with or without reasonable accommodations, may be provided a leave of absence as a reasonable accommodation. To qualify for a leave of absence as a reasonable accommodation, the employee must provide the Company with a certification from a healthcare provider confirming that: (i) the employee has a physical or medical impairment that substantially limits a major life activity; and, (ii) a leave of specified duration will allow the employee to return to work and perform the essential functions of the employee's job, with or without accommodations. For

employees who are already on a leave of absence, to qualify for an extension of such leave, the employee must request the extension prior to exhaustion of the employee's pending leave.

O. Confidential Information.

1. In the course of performing duties for the Authority, employees will have access to or gain knowledge of Confidential Information belonging to the Authority or the other Midtown Entities, their clients, and other contacts. Confidential Information (defined below) is to be used for the exclusive benefit of the Midtown Entities and their business operations. Maintaining confidentiality is important to the mission and work of the Authority. Therefore, employees have a duty to protect this information and to use this information only as needed during the performance of their regular job duties for the benefit of the Midtown Entities. During employment with the Authority, and at all times thereafter, employees, former employees, and all agents, representatives, and third parties acting on their behalf must: (i) keep strictly confidential and not directly or indirectly communicate, divulge, or use any Confidential Information for the benefit of any other person or entity, without the prior written consent of an authorized representative of the Authority; and (ii) not copy, duplicate, record or otherwise reproduce any Confidential Information, nor otherwise disclose, disseminate or make such information, available to any person or entity without the prior written consent of an authorized representative of the Authority. Employees who leave employment must immediately return any Confidential Information, proprietary information, records, documents, or other property belonging to the Midtown Entities that is in their possession.
2. "Confidential Information," includes, without limitation, technical, economic, financial, marketing, client and other information that is not common knowledge outside the Midtown Entities. Some examples of Confidential Information include, but are not limited to, research and development materials; electronic databases and internet website specifications and methodologies; methods of operation; computer programs and technologies; marketing and analysis; marketing presentations and/or strategies; contracts; accounting and business systems; short and long range business planning; financial information; trade secrets; business policies; methods of operation; implementation strategies; business files or other information; or any other confidential information concerning the business and affairs of the Midtown Entities. Confidential Information includes any such information that the Employee may originate, learn, have access to or obtain, whether in tangible form or memorized. Confidential Information shall not include material that (i) is in the possession of or known by an employee prior to the receipt thereof from the Midtown Entities; (ii) becomes generally available to the public other than as a result of disclosure by the employee; or (iii) becomes available to the employee from another source outside of employee's employment with the Authority.

P. Technology in the Workplace.

1. The Authority's e-mail, computing, network, internet, telephone, and voicemail systems (collectively "Electronic Communication Systems") are the property of the Authority. As such, these resources are to be used only to conduct Authority business; however, the Electronic Communication Systems can be used during non-working time for statutorily protected employee activity, if applicable. Incidental and occasional personal use of the Electronic Communications Systems is permitted so long as such use does not detract in any way from the conduct of employee responsibilities and Authority business. Personal use must be kept at a minimum and must not violate any other Authority policies.
2. The Authority reserves and exercises the right to access, intercept, monitor, record, copy, review, disclose, download, and delete any communication or information that employees create or maintain using the Electronic Communication Systems. As a result, employees must have no expectation of privacy in their use of the Electronic Communication Systems.
3. Employees are also advised that certain information on each employee's Electronic Communication System may fall under the Public Information Act (Texas Government Code, Chapter 552). Furthermore, employees shall cooperate with the designated Public Information Coordinator of the Authority to provide requested information in a timely manner and all requests for information from outside the Authority shall be promptly referred to the Public Information Coordinator.
4. The Executive Director, from time to time, at his or her discretion, may provide guidelines on appropriate email and internet usage by all Authority employees.
5. Failure to adhere to any guidelines, provided by the Executive Director as authorized by this Section or the general prohibition contained herein, may lead to disciplinary action up to and including termination of employment.
6. Technological advances have made smartphones, personal digital assistants, and similar small-scale, handheld computers relatively inexpensive and widely available for business and personal use. While such devices increase productivity, features such as text, picture, and video messaging are subject to misuse in the workplace. The Authority prohibits any and all manner and means of harassment, discrimination, and otherwise inappropriate behavior, including harassing or otherwise inappropriate conduct by phone; electronic mail; and text, picture, or video message (e.g. "sexting" or "textual harassment").
7. Social media (e.g., Facebook, Twitter, LinkedIn, YouTube, Instagram, Snapchat, and Flickr) has revolutionized the way people interact with one another online. The Authority recognizes that employees may choose to use social media. It also recognizes, however, that if improperly used, social media can result in a variety of adverse consequences, such as disclosure of sensitive or confidential information, copyright violations, and damage to reputation. As a result the

Authority has adopted the following policy and guidelines on its employee's use of social media.

- (a) *Definition of Social Media.* As used in this policy, "social media" is any means of communicating with others over the Internet for social or business development purposes. Social media applications include, without limitation, Facebook, Twitter, LinkedIn, YouTube, Instagram, Snapchat, and Flickr, but can also occur on user forums that are offered by television networks, newspapers, magazines, and other websites that permit readers to post comments.
- (b) *Guidelines for Postings.* Some social networking sites may provide an appropriate forum to keep current on matters of interest, to make professional connections, and to locate links to other pertinent sources. Users must be careful, however, that their online postings do not violate Authority policies or the law. Users are personally responsible for all content they post on social networking sites. Users should assume that anything posted to an internet site is impossible to modify or remove. In addition, all users should assume that their internet postings can and will be read by anyone. Finally, users should understand that material posted on an internet site may be obtained and used by litigants in both personal and professional litigation. When using social media, consider the following guidelines:
 - (1) Do not disclose the Confidential information belonging the Midtown Entities, advertise on behalf of the Midtown Entities, or in any way suggest that you are writing on behalf of the Midtown Entities. Employees who identify their Authority affiliation, either directly or indirectly, must identify themselves using their real names and add the following disclaimer: "The opinions expressed in this posting are solely my own and do not represent the views of my employer."
 - (2) Do not post any content that could be characterized as defamation, plagiarism, unlawful harassment or a copyright violation. Identify all copyrighted or borrowed material with citations and links and obtain permissions when necessary.
 - (3) Use the same judgment in writing your postings that you would in writing any formal letter. Post only content that you would be comfortable having the Authority, your colleagues, and the general public read, hear, or see.
- (c) This policy does not prohibit (i) employees' use of social media to discuss or address, for concerted activity purposes, matters concerning the employment terms and conditions, or (ii) other off-duty conduct, not

involving the use of Authority's systems or devices, with respect to which employees are protected by law from adverse employment actions.

Q. Workplace Searches.

1. The Authority believes that maintaining a workplace that is free of harmful materials is vital to the health and safety of employees and to the success of the Authority's business. To maintain a safe, healthy and productive work environment, the Authority reserves the right at all times to search or inspect employees' surroundings and possessions while on the premises of the Midtown Entities. This right extends to the search or inspection of offices, files, desks, credenzas, lockers, bags, briefcases, containers, packages, boxes, any employer-owned or leased vehicles and any vehicles parked on Midtown Entity property, computer files, voice mails, or similar places, whether or not the places are locked or protected by access codes. Employees should have no expectation of privacy while on the premises of the Midtown Entities.

R. Personnel Files.

1. All employee files are the property of the Authority. Active employees may view their respective files in the presence of the Executive Director. Files are available for review only. No items may be added to or removed from the personnel file by an employee. An employee may copy a document in his or her personnel file only if the employee has previously received the document. Upon termination of employment, all files will remain the property of the Authority, and terminated employees will no longer have access to their files.

S. Code of Ethics and Conflict of Interest.

1. The Authority is committed to achieving the highest standards of ethical conduct and compliance with applicable laws in their operations and activities. This policy is intended to increase awareness of potential conflicts of interest and establish a procedure for reporting them.
2. It is the policy of the Authority to prohibit employees from engaging in any business arrangements with clients, customers, vendors, suppliers, contractors, governmental authorities, and other external parties when it presents an actual or perceived conflict of interest with the Authority, unless they have prior written approval from the Executive Director. The Authority prohibits all employees from using their position with the Authority or the Authority's relationship with their clients, customers, vendors, suppliers, contractors, governmental authorities, and other external parties for private gain or to obtain benefits for themselves or members of their family.
3. For purposes of this policy, a potential conflict of interest occurs when an employee's outside interests (for example, financial interests) interfere with the interests of the Authority's or the employee's work-related duties. For example, a conflict of interest can occur when an employee is in a position to influence a

decision that may result in a personal gain for the employee or the employee's family member as a result of the business dealings of the Authority. If you have a question about whether a situation is a potential conflict of interest, please contact the Executive Director.

4. If an employee becomes aware of any potential conflict of interest or ethical concern regarding his or her employment or that of another employee at the Authority, the employee must promptly speak to, write or otherwise contact his or her direct supervisor or, if the conduct involves the direct supervisor, the Executive Director as soon as possible. The Authority prohibits any form of reprisal, intimidation or retaliation for good faith reporting of a potential conflict of interest or violation of this policy or cooperating in related investigations.

T. Outside Activities.

Employees are expressly prohibited from engaging in any activity that competes with the Authority or the Midtown Entities, or compromises their interests. This prohibition includes performing any services on non-working time that are normally performed by the Authority and/or the unauthorized use or application of any of the Authority's confidential information or trade secrets.

Outside employment during an employee's leave of absence from the Authority is prohibited, and may result in disciplinary action, up to and including termination of employment. This rule applies to all leaves of absence from work other than military leave.

U. Gift Policy.

1. Authority employees are prohibited from accepting gifts under specific job-related circumstances. Gifts may be defined as anything of value, or the offer of a discount, rebate or privilege. For further information, consult the Executive Director and refer to the City of Houston Executive Order Regarding Gifts, Executive Order 1-28.

V. Safe Work Practices.

1. The Authority seeks to provide a safe workplace for all employees. As part of that effort, the Authority expects employees to work in a safe and responsible manner at all times. Employees must not abuse property belonging to the Authority and should use such property only for the purposes for which it is designed.

W. Whistleblower Policy.

1. It is the policy of the Authority to timely investigate allegations of employee misconduct or other Authority impropriety.
2. If an employee becomes aware of any potential employee misconduct, conflict of interest, ethical concern, or other impropriety involving the Authority, the

employee should must promptly report the concern to the employee's direct supervisor or to the Executive Director. If the conduct involves the Executive Director, the employee should report the concern to the Board. The employee should provide specific facts or circumstances giving rise to the concern.

3. Employees must cooperate fully with any investigation conducted by the Authority under this policy and must provide truthful information, written statements, documents, and related materials upon request.
4. The Authority prohibits any form of discipline, reprisal, intimidation or retaliation for reporting a violation of this policy or cooperating in related investigations.

X. Workplace Injuries.

1. All job-related injuries, illnesses, and accidents, or any potential safety hazards or dangerous conditions, must be reported to the Authority, as soon as possible and no later than 24 hours after the incident or discovery of the hazard.
2. Any work-related injury suffered by an employee must be reported to the Employee's supervisor immediately. This applies to both injuries that require medical attention and those that do not. The supervisor should note the type of injury, date, time, place and person(s) involved, and circumstances relevant to the injury.
3. When medical attention is required, the supervisor must summarize the incident the same day of the accident and submit the summary report to the Executive Director. The supervisor should note the type of injury, date, time, place and person(s) involved, and circumstances relevant to the injury.
4. When immediate medical attention is required, supervisors should ensure that treatment is provided. If the situation is non-life-threatening, the supervisor should ensure the employee is transported to the nearest medical facility. If life-threatening, emergency responders should be contacted by dialing 9-1-1. If anyone present has proper First Aid training, that person may administer aid until responders arrive.
5. If no medical attention is required, a summary report must still be filed with the Executive Director within 24 hours of the incident.

Y. Policy Violations.

1. Any violation of the policies set forth in this Manual may result in disciplinary action, up to and including termination of employment.

Section 3. ADOPTION AND REVISION

- A. Review and Amendment. This Manual may be reviewed from time to time; and, if necessary, amended and approved by a majority vote of the Board in an open meeting. The Board, by majority vote in an open meeting, reserves the right to alter, modify, and, or terminate any provisions of this Manual.

- B. Superseding Clause. This Manual supersedes any prior policies adopted by the Board regarding policies and procedures governing employees of the Authority.

- C. Adoption. The Board officially finds, determines and declares that the policies in this Employee Policy Manual were reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place, and subject of the meeting was posted at a place readily accessible and convenient to the public and on a bulletin board located at a place convenient to the public outside the City Hall of the City of Houston, Texas for the time required by law preceding the meeting, as required by Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Manual was discussed, considered, and acting upon. The Board further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Adopted on the 12th day of December, 2019.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECRETARY'S CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of the Midtown Redevelopment Authority (the "Board") do hereby certify as follows:

1. The Board convened in regular session on the 12th day of December, 2019, at the regular meeting place thereof within said Midtown Zone, and the roll was called of the duly constituted officers and members of the Board to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Vacant	7	Caton M. Fenz
3	Gayle Fortson	8	John Thomas
4	Pamela Ngo Castleman	9	Brandon Dudley
5	Al Odom		

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

EMPLOYEE POLICIES MANUAL

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

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

SIGNED this 12th day of December, 2019.

Secretary, Midtown Redevelopment Authority

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE POLICY MANUAL

I have received a copy of the Midtown Redevelopment Authority Employee Policy Manual, as amended from time to time, and I have read and understand it. I agree to follow the rules and procedures set out in the Manual. I understand that the Authority can unilaterally rescind, modify, or make exceptions to any of these policies, or adopt new policies, at any time. I also understand that the provisions of this Manual will control over any contrary statements, representations or assurances made by any supervisory personnel except for written statements signed by the Executive Director of the Authority.

I understand that this Manual is not a contract of employment. I also understand that the policies and procedures contained in this Manual do not create contractual rights regarding my terms of employment. I acknowledge and understand that my employment relationship with the Authority is at-will, which means that the Authority or I may terminate the employment relationship at any time with or without cause or reason.

Employee Signature

Printed Name

Date

Acknowledgment and Release of Drug and Alcohol Policy

I acknowledge that I have been provided a copy of the Authority's Drug and Alcohol Policy (the "Policy"). I acknowledge that I have read and understand the Policy. I understand that violation of this Policy may result in the revocation of my employment offer from, or the termination of my employment with, the Authority.

I understand that unannounced searches may be conducted of my person, and personal effects, belongings, quarters, rooms, lockers, baggage, office and desk for the purpose of determining whether drugs, paraphernalia or equipment related to illegal or unauthorized drug use, or alcohol, are in my possession while on Authority premises, while operating any Authority vehicle or equipment, or while conducting Authority business, or to determine if I am in violation of any other Authority policies.

I am aware that the Authority will conduct urinalyses, blood tests, or other tests for the purpose of determining if I am in violation of this Policy. These tests may be used in the following situations: (a) pre-employment testing, (b) testing based on reasonable cause or suspicion, (c) random or periodic testing, (d) testing following an accident or incident, and (e) testing that is consistent with the enforcement of the Authority's Policy.

I give my consent to the Authority or its authorized representative to search my person, vehicle, or personal effects, and to conduct a urinalysis, blood test, or other test for the purpose of determining my use or possession of these illegal, controlled, or unauthorized items or substances or to determine if I am in violation of any other Authority policies. I authorize the physician, nurse, or laboratory technician who conducts these tests to release the results of my tests to the Authority for the purpose of determining if I am in violation of the Authority's Drug and Alcohol Policy.

I understand that violation of this Policy, or other Authority policies, will result in disciplinary action, up to and including termination of employment. Additionally, I understand that failure to submit to testing pursuant to this Policy will result in termination of employment.

I RELEASE AND AGREE TO HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS, FROM ANY LIABILITY TO ME BASED ON ANY SEARCH OR DRUG OR ALCOHOL SCREENING PROCESS UNDERTAKEN PURSUANT TO THIS POLICY, THE RESULTS OF THE SEARCH OR PROCESS, OR ACTIONS TAKEN BASED ON THOSE RESULTS. THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, LIABILITY BASED ON NEGLIGENCE.

I understand that this Acknowledgment and Release becomes effective on the date it is signed and will continue to be effective unless revoked in writing and delivered to the Authority.

Employee Signature

Date

Employee Printed Name

Originally Adopted on August 30, 2018
Ratified: December 12, 2019

ADMINISTRATIVE PROCEDURE MANUAL

**Midtown
Redevelopment
Authority**

Midtown Redevelopment Authority Administrative Procedure Manual

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Section 1. PREAMBLE

The Midtown Redevelopment Authority (the “Authority”) was created by Resolution No. 95-96, adopted on June 28, 1995, to aid, assist and act on behalf of the City of Houston, Texas (the “City”) in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of Midtown and neighboring areas as described in Ordinance No. 94-1345. Many of the contractual obligations and administrative practices of the Authority are contained in a certain amended and restated Agreement dated July 18, 2000, and approved as Ordinance No. 2000-494, by and between the City, the Authority, and the Tax Increment Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”) (the “Tri-Party Agreement”).

The purpose of this Administrative Procedure Manual (the “Manual”) is to supplement the Tri-Party Agreement and all practices and obligations specified therein are incorporated herein. This Manual may be supplemented from time to time at the discretion of the Board of Directors of the Authority (the “Board”) and it and the Tri-Party Agreement shall serve as the primary sources for the Authority’s administrative practices and procedures. This Manual is designed to provide an overview of the procedures that relate to administrative processes on behalf of the Authority. Board members and employees are expected to know and be familiar with the contents of this Manual, as applicable.

THIS MANUAL DOES NOT CONSTITUTE A CONTRACT AND DOES NOT CREATE ANY CONTRACTUAL RIGHTS. Instead, the policies and procedures set forth herein establish guidelines only. They do not create, and are not intended to create, a contract between the Authority and any employee or other party. The employment relationship between the Authority and its employees is at-will. Where any policies in the Manual conflict with applicable law, applicable law shall control.

Section 2. AUTHORITY MANAGEMENT

- A. Board of Directors. Only the Board, in an open, properly called meeting, may enter into contracts or agreements (other than real estate contracts associated with the Authority's Affordable Housing Program), that obligate the Authority or authorize the expenditure of funds over \$25,000. The Board in such sessions may direct Directors of the Board, the Executive Director and/or specified personnel to take specific actions within parameters as set by the Board.
- B. Executive Director. The Authority's Executive Director shall be vested with the authority to take any managerial actions or implement administrative policies as necessary for the efficient administration of the Authority and incidental to the following powers, subject to the Board's failure to object to such actions in a timely manner, compliance with the provisions contained in this Manual and to the extent such actions do not conflict with existing policies approved by the Board, including but not limited to:
1. Permanent designation as an Investment Officer in accordance with the Authority's Investment Policy, attached as Exhibit A of this Manual;
 2. Authority to negotiate, or assign negotiation authority, and execute real estate transactions on behalf of the Authority, subject to ratification by the Board in a reasonable amount of time thereafter;
 3. In coordination with the Chair of the Board and consistent with the Authority's Budget, authority to hire and to terminate personnel of the Authority and to administer the Authority's Employee Policy Manual. The authority to terminate the employment of Authority employees is with the Executive Director, in consultation with 2 or more members of the Board;
 4. Authority to make representations and prepare documents for the Authority with the Secretary of State's office in compliance with the Texas Non-Profit Corporation Act;
 5. Authority to approve and provide procedures for employee expense reimbursements;
 6. Authority to make payments pursuant to any contracts or agreements, previously approved by the Board or not subject to approval by the Board, that obligate the Authority for any amount without additional action by the Board;
 7. Authority to negotiate and renew or enter into consultant contracts not exceeding \$25,000, subject to ratification by the Board in a reasonable amount of time thereafter, and to administer such contracts upon approval or ratification thereof, as applicable; and
 8. Authority to approve change orders in accordance with the Authority's change order policy found in Section 4 hereof.

Section 3. FINANCIAL PRACTICES

A. Bank Accounts.

1. The signatures of any two of the following officers: Chairman, Vice Chairman, Secretary, Assistant Secretary, Treasurer or Executive Director will be required on all checks, drafts, warrants or orders greater than \$25,000. The Executive Director's signature only will be required on all checks, drafts, warrants or orders \$25,000 and less, subject to Board ratification in a reasonable amount of time after the check is signed. Funds may be transferred between different Authority accounts by the Executive Director without the requirement of an additional signature and regardless of the amount.
2. The bank will deposit and pledge securities having at all times a market value greater than the funds of the Authority which are required to be collateralized.
3. Funds not needed for current operations may be invested in a manner consistent with the Authority's Investment Policy, attached hereto as **Exhibit A**.
4. The Executive Director's signature only will be required for all wire transfers providing payment by the Authority pursuant to a contract or agreement approved by the Board obligating the Authority to make such payment. Additionally, the Executive Director is approved to make wire transfers of \$25,000 and less, subject to Board ratification. Wire transfers shall require bank notification in writing. The Authority's Board will pre-approve individuals authorized to request such transfers, the purposes for which a wire transfer may be used, and monetary limits for such transfers.

B. Financial Reporting

1. Monthly financial reports shall be reviewed by the Executive Director and presented to the Board.

Section 4. PROCUREMENT AND CAPITAL IMPROVEMENTS

A. Construction Contracts

1. All construction contracts shall be procured in a manner consistent with applicable state law and shall be authorized by the Board if such contract is for an amount greater than \$25,000. The Manager of Capital Improvements shall determine with legal counsel the appropriate procurement method for each project.
2. Construction contract budgets presented to the Board shall include a construction contingency, which shall be approximately 5% of the total construction contract amount, as further described in subsection B below.

B. Change Order Policy

1. After the Board has duly approved a construction contract, the Executive Director is authorized to execute change orders so long as the change order, when added to the original contract amount and all prior change orders, does not exceed the lesser of (A) the approved construction contingency and (B) \$250,000 in the aggregate. Change orders approved by the Executive Director must be recommended for ratification by the Board of Directors in a reasonable amount of time after the approval of such change order (i.e. within 60 days). Change orders that, when added to the original contract amount and all prior change orders, would exceed the lesser of (A) the current, approved project contingency and (B) \$250,000 in the aggregate, must be approved by the Board of Directors.
2. The construction contingency shall be as authorized by the Board of Directors in the construction project budget established when the original contract is presented to the Board for approval. The Board shall be advised, at the time of approval of the construction contract, as to the construction contingency amount and the rationale (i.e. certain types of projects may require greater construction contingencies) for the specified amount, which shall be approximately 5% of the total construction contract amount.
3. Board approval must be obtained for any increases in the construction contingency above the previously-authorized amount. Contractors shall not be directed or authorized to perform any work not covered by an authorized and approved budget.

C. Non-Construction Contracts Funded by Federal Awards

1. Small Purchases – For non-construction contracts with a value between \$3,000 and \$25,000 where all or a portion of the costs will be funded by federal awards, including contracts securing equipment, services, or supplies for use in federally funded programs, written or telephonic price or rate quotations must be obtained from at least three (3) qualified sources and records of quotes must be maintained by the Authority.

2. Micro Purchases – For contracts with a value below \$3,000 where all or a portion of the costs will be funded by federal awards, including contracts securing equipment, services, or supplies for use in federally funded programs using simplified acquisition procedures, written or telephonic price or rate quotations must be obtained from at least one (1) other qualified source and be attached to the invoice or maintained by the Authority.
3. All non-construction contracts should be procured in a manner consistent with applicable state law, and staff shall determine in conjunction with legal counsel the appropriate procurement method for each such contract.

Section 5. RECORD RETENTION POLICY

A. Purpose

This Record Retention Policy (the “Policy”) is intended to comply with applicable law and to encourage all personnel to generate and retain only those records that are required to conduct effective and efficient operation of the Authority, to help the Authority comply with its obligations under applicable law, and to meet the Authority’s obligations to the government and to vendors, employees and others. All Authority personnel must comply with this Policy. Where this Policy conflicts with applicable law, such law will control (with the exception noted below regarding maintaining records for the longest period of time in any retention schedule).

B. Definitions

As used in this Policy, the term “records” broadly refers to all information generated, received, distributed or maintained by the Authority and its personnel in the course of transacting business, regardless of the medium used to develop, maintain, transmit or store the records. The medium used includes paper and non-tangible electronic format, such as electronic mail (e-mail), or electronic storage. The same retention standards that apply to tangible records also apply to electronic records. Examples of records are: correspondence, memoranda, contracts, designs and drawings, studies, stenographic or handwritten notes, drafts, publications, photographs, invoices, ledgers, journals, notebooks, diaries, accounts, pamphlets, voice records, e-mails, calendars, appointment records, reports, surveys, telephone call slips, statistical compilations, work papers, computer tapes, and printouts.

C. Requirements

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission (“TSLAC”) shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. As a local government corporation, the Authority complies with such record retention schedule issued by TSLAC (the “Local Government Retention Schedule”).

Authority records must be maintained according to the guidelines established in this Policy, including the Local Government Retention Schedule and the below Employment Record Retention Schedule. The Authority encourages record retention in an electronic format whenever possible and legally permissible. The Authority prohibits the inappropriate destruction of any records. Likewise, records should not be retained beyond the period indicated in the Local Government Retention Schedule or below Employment Record Retention Schedule, unless a valid business reason (or a litigation hold or other special situation) calls for its continued retention. Documents that have met or exceeded the retention period should be destroyed by shredding or other means that will render them unreadable. All questions about the retention or destruction of specific records or departmental or divisional responsibility for maintaining certain types of records should be referred to the employee’s supervisor or the Executive Director.

Retention periods in this Policy apply to records in any medium. If records are stored electronically, they must remain available and accessible until the retention period assigned by this schedule, along with any hardware or software required to access or read them. Electronic records may include electronic mail (e-mail), websites, electronic publications, or any other machine-readable format. Paper or microfilm copies may be retained in lieu of electronic records. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the TSLAC adopted under those chapters.

D. Litigation Hold

1. The destruction of all records shall be suspended immediately upon the receipt of legal process or notice of pending or foreseeable investigations or litigation, whether internal, civil, or governmental. Any employee who receives a litigation hold must immediately and unconditionally comply with it.
2. Employees must understand and adhere to the following general exception to any stated destruction schedule: If an employee believes, or the Authority informs an employee, that Authority records are relevant to current litigation, potential litigation (that is, a dispute that could result in litigation), government investigation, audit or other event, the employee must preserve and not delete, dispose, destroy or change those records, including e-mails, until the Authority determines those records are no longer required to be preserved. This exception, usually referred to as a "litigation hold" or "legal hold," replaces any previously or subsequently established destruction schedule for those records.
3. Any employee who becomes aware of an incident that may reasonably be expected to give rise to litigation or a governmental investigation, or any employee who actually receives notice of an investigation, agency charge, legal complaint, claim, demand letter or similar notice must immediately inform the Executive Director.

E. Storage

All records must be stored in a safe, secure and accessible manner. Any records that are essential to the Authority's business operations during an emergency must be duplicated and/or backed up and maintained off site (either in hard copy or electronic format).

F. Record Retention Schedule

See the current Local Government Retention Schedule. Employees may obtain copies from the Authority's Administrative Manager.

G. Employment Record Retention Schedule

In addition to the Local Government Retention Schedule, the Authority maintains employment records according to the following schedule. Please note that if any records listed in this

schedule are also covered in the Local Government Retention Schedule, then the Authority must retain the record for the length of time of the schedule with *the longest retention period*.

Employee Benefits

Data or record category	Retention Period
Benefit plans	Superseded + 8 years
Disability benefits records	Employment termination + 3 years
Education assistance files	8 years
ERISA Benefit Claims	Settlement of all appeals + 8 years
Incentive plans	Superseded + 8 years
Unemployment insurance records	Later of 7 years after contributions are due or paid

EEO

Data or record category	Retention Period
Affirmative action plans	Superseded + 1 years
Forms EEO-2 and EEO-1	2 years

General Personnel

Data or record category	Retention Period
Employee manuals	Superseded + 4 years
Employee performance reviews, counseling, or disciplinary documents	Duration of employment + 8 years
Employee vacation schedules/vacation requests	6 years
Job descriptions	Superseded + 4 years

Personnel Actions

Data or record category	Retention Period
Documents relating to charges and investigations of harassment or discrimination	Later of 4 years after employee termination or 1 year after charge or litigation is resolved
Records relating to applicants for employment or hiring (including, without limitation job ads, recruiting records, resumes, employment inquiries, offer letters and rejected offers of employment)	4 years
Employee Immigration Reports (I-9 Form)	3 years from the date of completion or 1 year from termination of employment, whichever is later
Layoff records	5 years
Pre-employment screening documents (including pre-employment drug tests and background checks)	Later of duration of employment +2 years or 5 years from the date of the screen

Data or record category	Retention Period
Records related to background checks or drug or alcohol tests on current employees	Later of duration of employment +2 years or 5 years from the date of the background check
Personnel files	Duration of employment + 8 years
Employment contracts; employment termination agreements	3 years from their last effective date
Consent/Authorization forms	Duration of employment + 8 years
Pre-adverse action and adverse action notices	5 years from date of adverse action
Employment leave of absence records	Duration of employment + 8 years
All other records relating to employment actions not specifically covered in another category	Duration of employment + 8 years

Salary Administration

Data or record category	Retention Period
Payroll records	Termination + 8 years
Form W-2	Tax due date + 8 years
Form W-4	Tax due date + 8 years
Pay/wage rates	Termination + 8 years
Payroll deductions	Termination + 8 years
Time cards/sheets or other record of hours worked	Termination + 8 years
Garnishment records	Termination + 8 years

Safety

Data or record category	Retention Period
Accident reports	Termination + 8 years
First aid records excluding minor injures	Termination + 8 years
OSHA Form 301	5 years
OSHA Form 300	5 years
Workers' Compensation records	Termination + 30 years
Employee exposure records	Termination + 30 years
Medical records	Termination + 30 years

Section 6. ADOPTION AND REVISION

- A. Review and Amendment. This Manual may be reviewed from time to time; and, if necessary, amended and approved by a majority vote of the Authority's Board in an open meeting. The Board, by majority vote in an open meeting, reserves the right to alter, modify, and, or terminate any provisions of this Manual.

- B. Superseding Clause. This Manual supersedes any prior policies adopted by the Board of Directors regarding policies and procedures governing Authority administration.

- C. Adoption. The Board officially finds, determines and declares that the policies in this Manual were reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place, and subject of the meeting was posted at a place readily accessible and convenient to the public within the Authority and on a bulletin board located at a place convenient to the public outside the City Hall of the City of Houston, Texas for the time required by law preceding the meeting, as required by Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Manual was discussed, considered, and acting upon. The Board further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Adopted on the 12th day of December, 2019.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT A
INVESTMENT POLICY

SECRETARY'S CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of the Midtown Redevelopment Authority (the "Board") do hereby certify as follows:

1. The Board convened in regular session on the 12th day of December, 2019, at the regular meeting place thereof within said Midtown Zone, and the roll was called of the duly constituted officers and members of the Board to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Vacant	7	Caton M. Fenz
3	Gayle Fortson	8	John Thomas
4	Pamela Ngo Castleman	9	Brandon Dudley
5	Al Odom		

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

Administrative Procedure Manual

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

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

SIGNED this 12th day of December, 2019.

Secretary, Midtown Redevelopment Authority

ACKNOWLEDGMENT OF RECEIPT OF MANUAL

I have received a copy of the Midtown Redevelopment Authority Administrative Procedure Manual, as amended from time to time, and I have read and understand it. I agree to follow the rules and procedures set out in the Manual. I understand that the Authority can unilaterally rescind, modify, or make exceptions to any of these policies, or adopt new policies, at any time. I also understand that the policies and procedures contained in this Manual do not create contractual rights.

Signature

Printed Name

Date

**AGREEMENT BY AND BETWEEN
MIDTOWN REDEVELOPMENT AUTHORITY
AND
A.O. PHILLIPS & ASSOCIATES**

This Agreement (this “Agreement”) is made and entered into by and between the **Midtown Redevelopment Authority** (the “Authority”), a Texas not-for-profit local government corporation created by authorization of City of Houston, Texas Resolution 95-96 and pursuant to the provisions of Chapter 431, Texas Transportation Code and **A.O. Phillips & Associates**, a sole proprietorship, (“Company”), and shall be effective as of _____, 2019 (the “Effective Date”).

RECITALS

WHEREAS, the Board of Directors of the Authority (the “Authority Board”) has determined that it would be in the best interest of the Authority to retain the services of a consultant to assist the Authority in establishing certain operational procedures, construction oversight and monitoring, MWDBE participation goals compliance monitoring for the Authority’s capital improvements and affordable housing programs and certain other related services; and

WHEREAS, the Authority and Company wish to document the terms under which Company will provide certain services to the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements and covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Authority and Company hereby agree as follows:

1. **Engagement.** The Authority hereby agrees to retain Company, and Company agrees to accept such engagement with the Authority to perform the duties and responsibilities set forth in Section 3 below and upon such other terms and conditions as are stated in this Agreement.

Company acknowledges and understands that the services to be provided under this Agreement are being performed for the public benefit. Company agrees to comply with all applicable municipal codes of the City of Houston and all applicable laws of the State of Texas and the United States of America. Company agrees that any personnel (including employees, agents, and subcontractors) provided by it in the performance of this Agreement shall be competent and careful workers skilled in their respective duties.

2. **Term.** This Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless otherwise terminated as provided herein. After the initial one (1) year period, this Agreement may be extended on a month to month basis on the same terms and conditions as set forth herein or such other terms and conditions as the Authority Board deems appropriate.

3. **Duties and Services to be Provided.**

3.1 During the Term, Company shall provide certain professional services to the Authority Board and to the Executive Director of the Authority (the “Executive Director”) or serve in such other capacity as may be mutually agreed to by the Authority and Company. Company shall

faithfully adhere to, execute, and fulfill all lawful policies established by the Authority Board and shall diligently perform all services as may be reasonably assigned to it by the Authority Board Chair and/or the Executive Director from time to time, in accordance with the terms of this Agreement. The services to be performed by Company are set forth in the attached Exhibit A.

3.2 **Agreements With Respect to Services to be Performed.** Company agrees to perform such services as may be requested by the Executive Director or the Authority Board, provided however, that Company shall adhere to any and all limitations on such services as provided for herein. It is understood and acknowledged that Company may have other business interests, however, Company agrees to allocate such time as is reasonably required to successfully fulfill the terms of this Agreement. Company further agrees that its other business interests will not unreasonably interfere with Company's obligations and fiduciary duties to the Authority.

Company agrees to provide the Authority Board with monthly narrative reports identifying and detailing the services provided to the Authority.

3.3 **Limitation on Company's Authority.** No executive authority is conferred on Company pursuant to this Agreement, and Company shall not be entitled to give any direction to any other party on behalf of the Authority or to take any actions on behalf of the Authority, or represent to any other party that it is authorized or empowered to act on behalf of the Authority, unless expressly authorized to do so by the Executive Director or the Authority Board.

3.4 **Independent Contractor.** Company's relationship to the Authority hereunder is that of an independent contractor, and neither Company nor any employees or personnel supplied or used by Company in the performance of this Agreement shall be considered employees, agents, or subcontractors of the Authority for any purpose whatsoever. Neither Company nor the Authority shall represent to any other person or entity that Company's relationship to the Authority hereunder is other than that of an independent contractor. Company shall be solely responsible for the compensation of all personnel supplied or used by it in the performance of this Agreement, for withholding of income, social security and other payroll taxes and for the coverage of all workers' compensation benefits for all such personnel.

3.5 **Conflicts of Interest; Confidentiality.** In keeping with Company's fiduciary duties to the Authority, Company agrees that it shall not, directly or indirectly, become involved in any conflict of interest with the Authority, or upon discovery thereof, allow such a conflict to continue. Moreover, Company agrees that it shall promptly disclose to the Executive Director and to the Authority Board any facts that might give rise to any reasonable possibility of a conflict of interest. Circumstances in which a conflict of interest on the part of Company would or might arise, and which should be reported immediately by Company to the Executive Director and the Authority Board include the following: (i) ownership of a material interest in, acting in any capacity for, or accepting directly or indirectly any payments, services or loans from a vendor, supplier, contractor, subcontractor or other party or entity with which the Authority does business; (ii) misuse of information or facilities to which Company has access in a manner which violates any law or is detrimental to the Authority's interest; and (iii) disclosure or other misuse of confidential information. "Confidential Information" shall not include any information that (i) is or becomes generally known or available publicly other than as a result of a disclosure by Company, (ii) is or becomes known or available to Company on a non-confidential basis from a source (other than the Authority) which, to Company's knowledge, is not prohibited from disclosing such information to Company by a legal, contractual, fiduciary or other obligation to the Authority, (iii) the Authority

discloses to others without obtaining an agreement of confidentiality, or (iv) is subject to disclosure pursuant to the Texas Open Records Act (Chapter 552, Texas Government Code, as amended).

4. **Compensation.** For all services rendered by Company to the Authority, the Authority shall compensate Company as follows:

4.1 ***Fees.*** Company shall be paid an hourly fee for each hour (or portion thereof) worked at a rate of \$95.00 per hour (the “Hourly Fee”). Company shall submit a monthly invoice to the Authority on or before the 5th day of each month showing the hours worked the preceding month and containing a detailed description of the services provided on behalf of the Authority. The annual fees to be paid hereunder shall never exceed the total sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). The invoice shall be in a form and manner acceptable to the Executive Director. Payment of compensation to Company is contingent upon receipt of Company’s monthly narrative reports relating to specific work assignments, together with appropriate details regarding work performed on such assignments. No interest shall accrue on any portion of the fees to be paid under this Agreement.

4.2 ***Expenses.*** Company shall pay its own staff and sub-contractors and shall bear the costs of all equipment, supplies, and overhead necessary to perform its duties hereunder. The Authority will not reimburse Company for any out-of-pocket expenses unless Company shall submit, in advance of incurring any such expense, a request for reimbursement of such expense to the Executive Director for approval. If such request for reimbursement of expenses is approved, prior to payment of such reimbursement, Company shall provide the Authority a true and correct copy of any and all receipts/invoices for such expenses, together with appropriate certifications/representations that such expenses were reasonable and necessary and incurred in connection with the performance of services for and on behalf of the Authority. The Authority will only reimburse for actual costs incurred.

4.3 ***Total Compensation.*** Company’s fees described in paragraph 4.1 shall constitute the total consideration and compensation for all services to be performed by Company under this Agreement.

5. **Termination.**

5.1 Without limiting the at-will nature of Company’s services to the Authority, this Agreement may be terminated at any time with or without cause by either party by giving thirty (30) days written notice to the other party. The Authority may terminate this Agreement immediately and without the necessity of notice to Company, at any time for good cause.

5.2 Upon termination of this Agreement, Company shall be entitled only to the fees earned through the effective date of the termination or through such date as agreed to by the Executive Director or the Authority Board and Company. Amounts due and owing at termination for any portion of a month shall be prorated on the basis of a 30-day month.

5.3 All records, video, data, designs, plans, financial statements, manuals, memoranda, lists (including media lists developed for the Authority), passwords, access codes, equipment, supplies and any other Authority property delivered to, compiled by, or used by Company in the performance of its duties hereunder that pertain to the Authority shall be and remain the property of the Authority and all such matters shall be delivered promptly to the Authority without request by it upon termination of Company’s services.

6. **Insurance/Waiver of Liability.**

With no intent to limit Company’s liability or obligation for indemnification, Company shall provide and maintain insurance in full force and effect at all times during the term of the Agreement and shall take appropriate action to ensure that the Authority is named as additional insureds under Company's insurance policies. All such insurance policies shall be obtained from insurance companies with a rating of B+ or better and a financial size category of Class VI or better, according to the current year's BEST rating.

The insurance, at a minimum, must include the following coverages and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker’s Compensation	Statutory for Workers Compensation
Employer’s Liability	Bodily Injury of \$1,000,000
Comprehensive Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by Company in the course of its performance under this Agreement including employer’s non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

7. **Indemnification and Release**

A. INDEMNITY FOR PERSONAL INJURIES. COMPANY COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE AUTHORITY, MIDTOWN MANAGEMENT DISTRICT (THE “DISTRICT”), REINVESTMENT ZONE NUMBER 2, CITY OF HOUSTON, TEXAS (THE “ZONE”), MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION D/B/A MIDTOWN PARKS CONSERVANCY (“MPC”), AND THE CITY OF HOUSTON, TEXAS (THE “CITY”) AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “INDEMNIFIED PERSONS”), FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS, AND COMPANY DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHOMSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF COMPANY’S WORK, SERVICES, AND OPERATIONS IN CONNECTION HERewith, INCLUDING THE OPERATIONS OF ITS SUBCONTRACTORS, IF ANY, AND THE ACTS OR OMISSIONS OF ANY EMPLOYEES OR AGENTS OF COMPANY.

B. INDEMNITY TO PROPERTY. COMPANY SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, THE DISTRICT, THE ZONE, MIDCORP AND THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO PROPERTY OF THE AUTHORITY, THE DISTRICT, THE ZONE, MIDCORP OR THE CITY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF COMPANY, IT'S OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES.

C. RELEASE. COMPANY RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

8. **No Waiver.** Either party's failure to insist on strict compliance with any term or terms of this Agreement shall not be deemed a waiver of such terms.

9. **Governing Law.** This Agreement shall in all respects be construed according to the laws of the State of Texas without regard to its conflicts of law provisions.

10. **Assignment.** This Agreement shall not be assignable by either party.

11. **No Third Party Beneficiary.** Nothing in this Agreement is intended, or shall be construed, to confer upon or give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

12. **Construction.** This Agreement shall be deemed drafted equally by both the Authority and Company. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. The headings in this Agreement are for convenience only and are not intended to affect construction or interpretation.

13. **Notices.** All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Company: A.O. Phillips & Associates
4615 S.W. Freeway, Suite 510
Houston, Texas 77027
Attn: Acie O. Phillips, Jr.
Phone: (713) 621-1978
Fax: (713) 621-0158

Authority: Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attention: Board Chair
Phone: (713) 526-7577
Fax: (713) 526-7519

With a copy to: Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attention: Executive Director
Phone: (713) 526-7577
Fax: (713) 526-7519

Unless otherwise specified herein, each such communication addressed and given as set forth above shall be effective, (i) on the date of receipt, or attempted delivery, of such communication; (ii) if given by telecopy, on the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (iii) if sent by mail as aforesaid, the date which is seventy two (72) hours after such communication is deposited in the mail, postage prepaid as aforesaid. Any party listed above may change its address under this Section by notice to the other parties listed above; provided, however, that no such address shall be located outside of the United States of America.

14. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

15. **Dispute Resolution.** In the event of any dispute arising out of or relating to this Agreement or any services to be performed under this Agreement which the Authority and Company have been unable to resolve within sixty (60) days after such dispute arises, a senior representative of Company shall meet with the Executive Director and the Authority Board Chair at a mutually agreed upon time and place not later than seventy-five (75) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, each Party shall submit the names of three (3) qualified mediators and a mediator shall be selected by random drawing at the next public meeting of the Authority Board. The mediation shall be conducted within thirty (30) days of the selection of the mediator. The Parties shall share the mediator's fee and any other fees relating to mediation equally. The mediation shall be held at a mutually agreeable location in Houston, Texas.

16. **Amendment.** This Agreement may not be amended or modified at any time except by a written instrument approved by the Authority Board and executed by the Authority Board Chair and Company.

17. **Entire Agreement.** This Agreement reflects the entire and complete understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements, representations and understandings of the parties, which are hereby terminated. The Authority and Company acknowledge and represent that there are no other promises, terms, conditions or representations regarding any matter relevant hereto.

18. **Company Acknowledgment.** Company understands and acknowledges that pursuant to that certain Amended Agreement By and Between the City of Houston, Texas, Reinvestment Zone Number Two, City of Houston, Texas and the Midtown Redevelopment Authority, adopted by the City Council of the City of Houston, Texas on June 20, 2000, (the "Tri-Party Agreement"), this Agreement is subject to the approval of the Director of Planning and Development Department of the City of Houston (or such other person as the Mayor may designate). Additionally, Company understands and acknowledges that pursuant the Tri-Party

Agreement, the Authority will not pay for any services that are determined to be an ineligible Project Cost (as defined in the Tri-Party Agreement) under the TIRZ Act (as defined in the Tri-Party Agreement) with funds received by the Authority pursuant to the Tri-Party Agreement and that Company shall repay the Authority for any payment made by the Authority to Company with funds received by the Authority pursuant to the Tri-Party Agreement that is determined to be an ineligible Project Cost.

Company further acknowledges that it has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Authority other than those contained in writing herein and has entered into this Agreement freely based on its own judgment.

[Signatures continue on the next page]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective for all purposes as of the Effective Date hereof.

MIDTOWN REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

A.O. PHILLIPS & ASSOCIATES

By: _____

Name: _____

Title: _____

EXECUTION PAGE

EXHIBIT A

Scope of Services

1. Assist with the development of new contracting policies & procedures for Capital Improvement Projects (CIP)
2. Provide direct verification and analysis of CIP contractor's (prime & sub) utilization of Minority & Women Owned Businesses, (MWBEs)
3. Establish & maintain current & accurate reporting of MWBE contracting with the COH (Economic Development Diversity Dashboard reporting)
4. Assist with review of developer qualifications and capabilities
5. Assist with construction oversight and field monitoring
6. Perform site assessments as requested
7. Perform contract compliance review and sign-off prior to invoice approval and payment
8. Assist in development of RFQs/RFPs or other solicitations as requested
9. Assist in review and evaluation of responses to any RFQs/RFPs or other solicitations as requested
10. Coordinate identification and utilization of minority and women contractors and service providers
11. Assist with finalization of developer agreements, as requested (especially regarding diversity participation)
12. Assist with CIP close outs



midtown
HOUSTON

December 6, 2019

BY MESSENGER

*CITY SECRETARY'S OFFICE
CITY OF HOUSTON
CITY HALL ANNEX
900 BAGBY
HOUSTON, TEXAS 77002*

ATTN: ANNA RUSSELL

DEAR MADAM:

ENCLOSED IS AGENDA FOR THE BOARD OF DIRECTORS JOINT MEETING ON DECEMBER 12, 2019 FOR THE HOUSTON REINVESTMENT ZONE NUMBER TWO (ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE) AND THE MIDTOWN REDEVELOPMENT AUTHORITY WHICH NEED TO BE POSTED AS SOON AS POSSIBLE.

ALSO ENCLOSED IS AN ADDITIONAL COPY OF THIS LETTER WHICH WE WOULD APPRECIATE YOUR DATE STAMPING AND RETURN WITH OUR MESSENGER.

THANK YOU FOR YOUR HELP IN THIS MATTER.

VERY TRULY YOURS,

SALLY ADAME,
OFFICE OF MATT THIBODEAUX,
EXECUTIVE DIRECTOR



ENCLOSURES

**FIRST AMENDMENT TO
DEVELOPMENT AND PURCHASE AGREEMENT
BY AND BETWEEN
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
MIDTOWN REDEVELOPMENT AUTHORITY
AND
COLE KLEIN BUILDERS, LLC.**

This Amendment (this "Amendment") to that certain Development Agreement (the "Agreement"), dated as of April 30, 2019, by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the "Zone"), a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code, MIDTOWN REDEVELOPMENT AUTHORITY (the "Authority"), a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and COLE KLEIN BUILDERS, LLC. ("Developer"), a Texas Limited Liability Company created and organized under the laws of the State of Texas (each a "Party" and collectively, the "Parties") is made and entered into this 12th day of December, 2019.

RECITALS

WHEREAS, the Authority and Developer have entered into that certain Agreement dated as of April 30, 2019, pursuant to which the Authority agreed to sell to the Developer up to five (5) single family residential lots within the City at a consideration that is less than the fair market value of such lots in order to provide safe, sanitary and affordable housing for low and moderate income persons; and

WHEREAS, the Authority and Developer desire to amend certain provisions of the Agreement.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the Authority and Developer hereby agree as follows:

**ARTICLE I
AMENDMENTS**

Section 1.1. **Exhibit D**, which is attached to the Agreement and incorporated therein, is hereby amended, restated and replaced in its entirety as **Exhibit D-I**, attached hereto and incorporated as if fully set forth herein.

**ARTICLE II
MISCELLANEOUS**

Section 2.1. Severability. If any provision of this Amendment shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of the Amendment or the Agreement shall not be affected or impaired thereby.

Section 2.2. Captions and Capitalized Terms. Capitalized Terms used in this Amendment, but not defined in this Amendment, shall have the meanings prescribed in the Agreement. The headings and captions appearing in this Amendment are included solely for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 2.3. Counterparts. This Amendment may be executed in several identical counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

Section 2.4. Amendment. Except as modified herein, by its execution of this Amendment in the space provided below, the Authority and Developer hereby affirm that the Agreement remains in full force and effect in accordance with its terms.

[Signatures continue on next page]

IN WITNESS WHEREOF, the parties hereto have signed this Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Amendment, effective as of the date set forth in the first paragraph hereof.

**MIDTOWN REDEVELOPMENT
AUTHORITY**

COLE KLEIN BUILDERS, LLC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit D-I

to
FIRST AMENDMENT TO DEVELOPMENT AND PURCHASE AGREEMENT
BY AND BETWEEN
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
MIDTOWN REDEVELOPMENT AUTHORITY
AND
COLE KLEIN BUILDERS, LLC.

Description of Property Being Sold to Developer

Tract 1: (Commonly known as 5310 Nassau Road, Houston, Texas 77021)

Lot Twenty-Six (26), in Block Eight (8) of MacGregor Place, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 32, Page 47 of the map Records of Harris County, Texas

Tract 2: (Commonly known as 5335 Dewberry, Houston, Texas 77021)

Lot Nineteen (19), in Block Eight (8), of MacGregor Palms, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 34, Page 66, of the Map Records of Harris County, Texas

Tract 3: (Commonly known as 5123 Winnetka Street, Houston, Texas 77021)

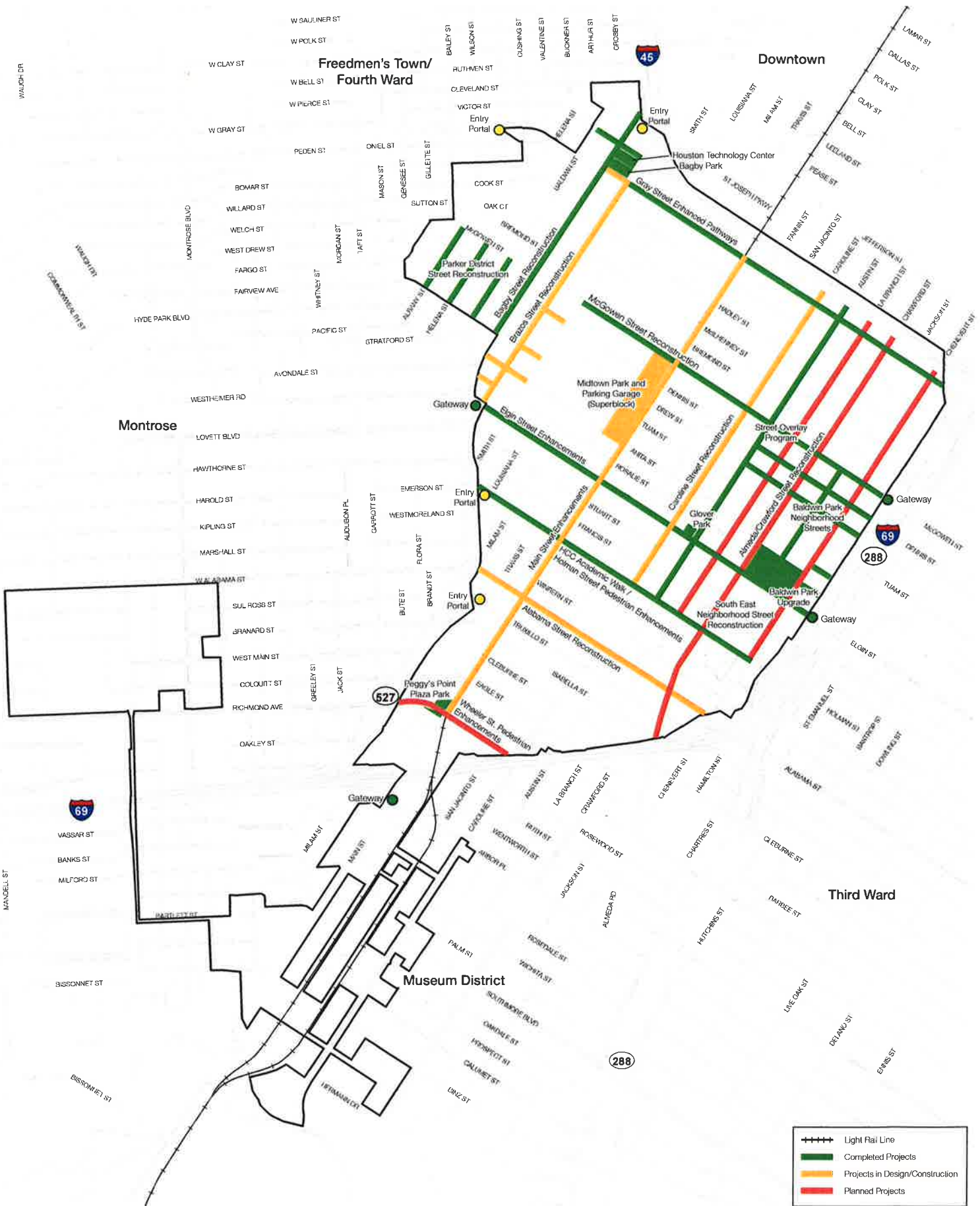
Lot Eleven (11), in Block Four (4) of MacGregor Place, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 30, Page 22, of the Map Records of Harris County, Texas

Tract 4: (Commonly known as 5022 Perry Street, Houston, Texas 77021)

Lot Four Hundred Thirteen (413), in Block Fifteen (15), of MacGregor Terrace, Section 1, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 33, Page 69 of the Map Records

Tract 5: (Commonly known as 5134 Nassau Road, Houston, Texas 77021)

Lot Nine (9), in Block Seven (7), of MacGregor Place, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 32, Page 47, of the Map Records of Harris County, Texas.



++++	Light Rail Line
Green	Completed Projects
Yellow	Projects in Design/Construction
Red	Planned Projects

0 0.25 Miles

Capital Improvement Projects

Midtown Redevelopment Authority (TIRZ #2)



Capital Improvements Program

Parks and Greenspace

Midtown Park (SuperBlock)

Park Construction

Staff continues discussion with restaurant broker regarding design layout of food hall. Design team set to begin review of preliminary layout to address site civil and landscape requirements.

Front 90 fountain art installation has been completed.

Pay Applications from Millis

Pay Application	Amount	Date
44	\$212,652.07	September 2019
46	\$3,955.50	October 2019
TOTAL TO DATE	\$17,839,369.98	

Change Orders

Change Order #	Amount	Days	Purpose	Notes	Action
1	(3,589.54)	0	Value Engineering to park design including buildings, water features, landscaping, lighting, and site materials to meet approved construction budget	Approved by MRA Board	
2	\$45,978.20	0	Owner request to add design alternates not included in initial construction contract (includes playground equipment and gate type change)	Approved by MRA Board	
3	\$46,657.50	4	Shifting of scope from garage contract to park contract (anchor bolts, backfill, manhole); Reduction in number of drilled piers	Approved by MRA Board	
4	179,099.36	0	Replacement of lighting fixtures previously removed during value engineering	Approved by MRA Board	
5	\$60,980.08	3	Garage lid waterproofing subcontractor change; Architect requested	Approved by MRA Board	

			modifications to sub foundation for berm walls and spread footings to elevate curbs		
6	\$14,879.19	0	Addition of manhole to replace inactive manhole shown in plans; removal of short segment of garage lid to install utilities	Approved by MRA Board	
7	\$49,377.00	1	Installation of garage lid waterproofing curb detail and ADA ramp shifted from garage contract to park contract; required detailing for VE modifications to sidewalks and site amenities	Approved by MRA Board	
8	(\$44,987.11)	0	VE modifications to restroom roof and deletion of planters	Approved by MRA Board	
9	\$62,668.54	8	Structural piers modification at Travis; addition of trench drain; job built culvert in bayou; additional foundation beams	Approved by MRA Board	
10	\$6,640.04	2	Granite curb and paving modifications; bollard revisions; tent anchors	Approved by MRA Board	
11	\$9,749.27	6	Landscape modifications, kiosks power and data, dog park curb modification	Approved by MRA Board	
12	\$13,592.09	3	Site drainage modifications, relocate electrical box, light fixture change and removal, pavilion millwork deletion, fence revisions	Approved by MRA Board	
13	\$110,084.45	2	Utility changes and waterproofing near berm wall, light fixture replacements, restroom wall modifications, electrical conduit adjustments, overtime allowance	Approved by MRA Board	
14	\$106,452.93	11	Rain fountain size	Approved by	

			modification; Travis Street temporary service driveway; Limestone block changed to granite; Electrical modifications for bird control system; Travis Street storm sewer unforeseen conditions; Front 90 pier drilling debris; Drainage modification at CIP wall 1 and west outcrop wall; Additional steel at pavilion roof	MRA Board	
15	\$129,243.70	0	Design modifications to landscaping, rain fountain layout , fountain link seals, McGowen St. utilities, dog park, and pavilion electrical plans	Approved by MRA Board	
16	\$111,456.51	9	Design modifications to pavilion, stair/elevator enclosure, and drainage; A/V allowance; additional work for garage TCO and artwork	Approved by MRA Board	
17	\$121,177.35	12	Work items and activities related to Super Bowl opening (construction impact, maintenance, permits, and overtime work)	Approved by MRA Board	
18	\$58,189.66	12	Design modifications to bayou to relocate overflow drain inlet from irrigation vault	Approved by MRA Board	
19	\$79,698.23	5	Design modifications to bayou piers; additional backfill over garage lid; berm guardrail post modification; guard rail extension at elevator; calm pool reinforcement; bus stop modification	Approved by MRA Board	
20	\$53,377.82	10	Storm drainage modifications and concrete foundation installations for	Approved by MRA Board	

			playground sculpture art work		
21	\$50,517.27	3	Additional bike racks; revised bollards at front 90; front 90 fountain delay; relocate fan at elevator lobby; paver protection during pavilion replacement; electrical for BCycle station; Bayou drainage modifications; delete wall cap at restroom; Camden pavilion sign	Approved by MRA Board	
22	\$0.00	0	Divide the overall project into 3 phases to better manage contractual mechanisms (substantial completion, warranties, maintenance periods, final completion and retainage)	Approved by MRA Board	
23	\$12,093.85	0	Signage revisions; playground structures modifications; landscape additions adjacent to restroom; Front 90 utilities modifications; temporary fencing in garage	Approved by MRA Board	
24	\$27,163.18	0	Front 90 fountain modifications for future artwork	Approved by MRA Board	
25	\$120,341.16	0	J-trim and wall prep for mosaic art installation; lighting, stone veneer, and signage added to mosaic art	Approved by MRA Board	
26	\$10,601.20	0	Catenary lighting and pole modifications as required for artwork at Front 90 fountain	Approved by MRA Board	
27	\$14,009.85	0	Expansion joint design modification; irrigation backflow cage; add toggle light switches in fountain rooms; PVC plugs for future	Approved by MRA Board	

			restaurant building; Kiosk foundation rebar; Credit for steel edge waterproofing; Pavilion east stair temporary modification		
28	(\$44,958.14)	0	B-Cycle concrete pad; Landscape modifications at dog run; Replacement of food truck electrical outlet receptacles; Art wall lighting cables; Dog run fence modifications	Approved by MRA Board	
29*	(\$10,800.00)	0	Substantial completion agreement for South Park; Project time extension due to front 90 issues;	Approved by MRA Board	
30	\$40,855.42	0	Modification to northeast corner of pavilion for drainage; tent anchor replacement; light shield installation; Travis Street sidewalk and curb demolition and curb replacement	Approved by MRA Board	
31*	\$0.00	0	Contract amendment for partial retainage release upon completion of South Park	Approved by MRA Board	
32	\$89,113.96	0	Temporary installation and removal of rain fountain granite pavers on pedestals during Super Bowl event; remove and replace Camden driveway curbs on Travis Street; Modification of art wall plaque; Main Street driveway, sidewalk, and curb demolition and curb replacement; credit for electrical enclosure panels at pavilion and drilled piers at front 90; demolition and replacement of Travis Street driveways	Approved by MRA Board	
33	\$6,853.64	0	Additional COH	Approved by	

			permitting costs for south park area; Installation of bollards at dumpster pad; replacement of Camden driveway curbs on Travis Street	MRA Board	
34	\$53,588.18	0	Design modifications to Front 90 to accommodate fountain location change; X-Ray for cores drilled a tunnel at Front 90; Remove existing bus stop and replace paving.	Approved by MRA Board	
35	\$38,800.95	0	Irrigation design modifications; Paving design modifications at McGowen; Relocation of existing traffic signal at Travis/McGowen METRO bus stop	Approved by MRA Board	
36	\$47,161.12	0	Grading and fill dirt for elevation changes for Main Street streetscape; Sandblasting of letters at CIP art wall; Hydro excavation to locate existing AT&T fiber optic cable along Main Street	Approved by MRA Board	
37	\$102,292.41	0	Front 90 sanitary sewer revision for connection to Main Street; relocation of vent pipe in service drive	Approved by MRA Board	
38	\$67,112.26	0	Landscape revisions along Main Street; Additional drainage inlets in service drive; bollard installations in service drive	Approved by MRA Board	
39	(\$12,223.67)	0	Relocate existing pedestrian pole; remove restaurant electrical service from scope; landscape and bollard revisions	Approved by MRA Board	
40	\$10,065.48	0	Grade existing soil and remove excess dirt from front 90	Approved by MRA Board	

			restaurant site. Installation of temporary irrigation and Bermuda hydromulch		
TOTAL	\$1,847,265.55	93			

Budget

Original Contract Amount	Net Change Orders	Contract Sum to Date	Total Earned to Date	Retainage
\$16,491,724.35	\$1,847,265.55	\$18,338,989.90	\$18,252,776.64	\$413,406.66

Schedule

Original Contract Duration (substantial completion)	Days Added by Change Orders / Weather Days	Contract Total Days	Days Used	Days Remaining
365 days	93 / 58	514	526	-12

Bagby Park – Storage and Renovations

The Bagby Park – Storage and Renovations Project generally includes construction of a storage unit, stage renovations, re-grading the lawn, and installation of additional lighting.

Construction

Contractor has completed installation of perimeter lighting, site drainage utilities, and lawn turf. Upcoming work includes stage lighting and canopy installation.

Construction of storage facility has been temporarily delayed to consider redesign of building to include a restroom.

Kiosk tenant has provided revised design of second level improvements for review by staff and design team prior to submitting to City for permitting. Tenant is scheduled to submit plans to City this month.

Pay Applications from Jerdon

Pay Application	Amount	Date
5	\$65,951.09	October 2019
6	\$48,104.75	November 2019
TOTAL TO DATE	\$377,040.19	

Change Orders

Change Order #	Amount	Days	Purpose	Notes	Action
1	\$3,352.51	25	Coordination, management, and site	Approved by MRA Board	

			preparation for canopy installation		
2	\$40,297.95		Addition of lighting for stage canopy; Site drainage RCP change from standard to arched		*Board Approval Required
TOTAL	\$43,650.46	25			

Budget

Original Contract Amount	Net Change Orders	Contract Sum to Date	Total Earned to Date	Retainage
\$480,480.00	\$43,650.46	\$524,131.26	\$418,933.55	\$41,893.36

Schedule

Original Contract Duration (substantial completion)	Days Added by Change Orders	Contract Total Days	Days Used	Days Remaining
210 days	25	235	142	93

Main Street Enhancements

The Main Street Enhancements Project will include capital improvements in the public right-of-way along Main Street from Pierce to Wheeler. Improvements to the rail transit corridor will include landscaping, street furniture, and other pedestrian-related infrastructure to encourage redevelopment and support existing developments along Main Street. The Main Street project will provide an enhanced rail transit corridor to increase comfort and safety in pedestrian environment and offer unique identity branding through Midtown.

Construction

Project currently in one-year maintenance period effective January 9, 2019. Remaining pedestrian crossing markers have been installed adjacent to Camden project.

Pay Applications from SER

Pay Application	Amount	Date
37	\$12,323.50	November 2019
TOTAL TO DATE	\$9,435,479.46	

Change Orders

Change Order #	Amount	Days	Purpose	Notes	Action
1	(\$796,356.90)	0	Revised lighting types and quantities; Additional striping per METRO; Wayfinding signage	Approved by MRA Board	

2	(\$2,687.00)	0	Removal and replacement of concrete entryway; Removal of benches with replacement with seat blocks; Removal and relocation of existing fence in ROW; Additional wayfinding signage not included in bid form	Approved by MRA Board	
3	\$119,899.18	12	Irrigation sleeve locates for median irrigation design; DMX controller, receivers/transmitters for iconic lights, DMX data conduit, and AC cabinet for DMX controller;	Approved by MRA Board	
4	(\$138,527.45)	0	Work associated with the DMX Controller that was completed by Millis within the Midtown Park Project; Installation of a concrete retaining wall adjacent to the B-Cycle Station at Main Street and Holman Street; Metal grates and frames; Seat blocks with lights; Iconic light modifications	Approved by MRA Board	
5	\$344,663.39	87	Proposed irrigation work in the median and additional irrigation work in the ROW to serve the median irrigation;	Approved by MRA Board	
6	\$252,815.49	3	Median railing; Mounting brackets for light modifications; Median work performed at night per METRO direction	Approved by MRA Board	
7	(\$5,884.22)	113	Deletion of paving and curb ramps, relocation of trash cans and lighting, adjustments to sidewalk width, and changes in planting quantities; Additional days due to	Approved by MRA Board	

			METRO delay and weather		
8	\$696,586.94	85	Addition of improvements included in Alternate 1 of original bid (Truxillo to Wheeler)	Approved by MRA Board	
9	\$213,133.10	35	Improvements at Mid-Main per Developer Agreement	Approved by MRA Board	
10	\$173,000.00	0	Additional 14 lights on new poles and additional electrical meter & service including assembly in Alternate 1; (items were included in the construction plan but left off of bid form)	Approved by MRA Board	
11	\$21,516.12	12	Installation of six additional trash receptacles; ADA revisions and installation of handrail at Main and Rosalie intersection; buried concrete slab removal	Approved by MRA Board	
12	\$338,328.52	41	Pull Box Relocation at McGowen; Additional Concrete at various locations; Remobilization costs due to METRO shutdowns; One-year landscape maintenance	Approved by MRA Board	
TOTAL	\$1,216,466.68	395			

Budget

Original Contract Amount	Net Change Orders	Contract Sum to Date	Total Earned to Date	Retainage
\$8,459,353.00	\$1,216,466.68	\$9,675,819.68	\$9,628,040.27	\$192,560.81

Schedule

Original Contract Duration (substantial completion)	Days Added by Change Orders	Contract Total Days	Days Used	Days Remaining
355 days	395	750	628	74

Caroline Street Reconstruction

The Caroline Street Reconstruction Project is the reconstruction of Caroline Street from Pierce to Elgin. The project will include concrete pavement, public utility upgrades (water, storm, sanitary), enhanced intersections, wider sidewalks, landscaping, street furniture, brick pavers, accessibility ramps, and other pedestrian-related infrastructure. The Caroline Street project will provide an enhanced pedestrian environment and an improved vehicular connection for southbound traffic through Midtown. The project has been awarded a \$4M TxDOT Grant.

Construction

Contractor has completed waterline lateral and fire hydrant installations on initial segment of waterline from Elgin to McGowen. Contractor is currently working with City to begin testing on initial segment of waterline. Contractor continues work on storm sewer installation on Webster between Caroline and Anita.

Change Orders

Change Order #	Contractor Amount	TxDOT fee (4.95%)	Total Amount	Days	Purpose	Notes	Action
1	\$159,844.45	\$7,912.30	\$167,756.75	0	Delay start compensation from 9/11/17-1/31/18 due to time suspension to resolve TCP and utility pole conflicts	Approved by MRA Board	
2	\$14,118.80	\$698.88	\$14,817.68	0	Temporary traffic signals as required by revised TCP	Approved by MRA Board	
3	\$79,656.64	\$3,943.00	\$83,599.64	0	Waterline revisions due to utility pole conflicts	Approved by MRA Board	
4	\$4,634.40	\$229.40	\$4,863.80	0	Manhole modifications due to waterline revisions	Approved by MRA Board	
5	\$89,582.88	\$4,434.35	\$94,017.23	0	Delay start compensation from 2/1/18-7/8/18 due to time suspension to resolve TCP and utility pole conflicts	Approved by MRA Board	
6	\$41,704.47	\$2,064.37	\$43,768.84	0	Waterline revisions related to alignment and grade adjustments to match dimensions in		*Board Approval Required

					field		
7	\$42,792.95	\$2,118.25	\$44,911.20	0	Additional signage and equipment required by COH requested TCP revisions	Approved by MRA Board	
8	\$41,591.52	\$2,058.78	\$43,650.30	0	Additional lateral connections to existing storm sewer on Austin Street	Approved by MRA Board	
9	\$40,868.40	\$2,022.99	\$42,891.39	0	Additional concrete barriers required by TCP revisions	Approved by MRA Board	
10	(pending)						
11	(pending)						
12	(pending)						
13	(pending)						
14	\$41,593.76	\$2,058.89	\$43,652.65	0	Replace existing clay storm sewer pipe during storm sewer installation at Austin/Rosalie	Approved by MRA Board	
15	\$24,800.92	\$1,227.65	\$26,028.57	0	Replace sanitary manhole and reroute 8" waterline during storm sewer installation at Austin/ Rosalie	Approved by MRA Board	
16	\$56,631.32	\$2,803.25	\$59,434.57	0	Temporary work pavement markings required Traffic Control Plan (TCP) revisions	Approved by MRA Board	
17	\$2,776.25	\$137.42	\$2,913.67	0	Installation only of pedestrian lighting fixtures	Approved by MRA Board	
18	\$107,250.99	\$5,308.92	\$112,559.91	0	Per COH request, use of fast track pavement at intersections to reduce traffic impact	Approved by MRA Board	
19							
20							
21							
22							

23							
24							
25							
26							
27	\$15,108.15	\$747.85	\$15,856.00	0	Sanitary sewer bypass equipment required to keep existing sanitary sewer line in service during construction		*Board Approval Required
28	\$14,520.96	\$718.79	\$15,239.75	0	Additional cleaning and sweeping of Caroline Street to address concerns of adjacent property/business owners		*Board Approval Required
TOTAL	\$777,476.86	\$38,485.09	\$815,961.95	0			

PROFESSIONAL SERVICES AGREEMENT
WORK ORDER NO. 10 - Amendment

This Work Order No. 10 - Amendment (this "Work Order") is issued subject to and is governed by that certain professional services agreement between Midtown and Consultant dated as of June 24, 2010 (the "PSA").

Work Order Amendment Date: December 05, 2019

Consultant: Walter P. Moore and Associates, Inc.

Type of Compensation: Stipulated Sum Fee for all phases, which is based on hourly services at the rates agreed upon in the PSA with a not-to-exceed amount

Compensation: Stipulated Sum for all phases which is based on hourly services at the rates agreed upon in the PSA with a not-to-exceed amount of \$395,000 (including direct expenses)

Location of Services: Midtown - Houston, Texas

Description of Services: This work order is to serve as professional services agreement for all the efforts for the proposed design of the Midtown Superblock Park, Garage and Restaurant pad sites.

Exhibit A, attached hereto and incorporated by reference as if fully-set forth herein, contains the scope of Services to be performed by Consultant and its subconsultants pursuant to this Work Order. Exhibit B, attached hereto and incorporated by reference as if fully-set forth herein, contains the schedule of fees to be paid to Consultant for Services completed in accordance with this Work Order.

Schedule Requirements: Commencement of Services: March 25, 2015
Completion of Services: **December 05, 2020** (Park Construction-Rev.2, Restaurant Design & Permit)

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Mathias Thibodeaux – Executive Director
Printed Name and Title

Date

Consultant:

WALTER P. MOORE AND
ASSOCIATES, INC.

By: 

Brian Lozano, Principal
Printed Name and Title

12/05/2019
Date

Exhibit A – Scope of Services and Fee Schedule

I. Front 90 Sanitary Sewer Redesign	\$ 24,000
II. Garage Operational Enhancements	\$ 3,500
III. Main Street Sidewalk Regrading	\$ 18,500
IV. Park Additional Design Services	\$ 25,500
V. Park Construction Phase Services (06/2018 - 10/2019)	\$108,500
VI. <u>Design of Restaurant Pad Site</u>	<u>\$215,000</u>
GRAND TOTAL	\$395,000



CONTRACT CHANGE ORDER

Project: Bagby Park Storage Building and Renovations

Date: 11/25/2019
Change Order No.: 2
Job No.: 1174-005-12
Contract No.: 1

Owner: Midtown Redevelopment Authority

Contractor: Jerdon Enterprises, LP

		REVISED CONTRACT AMOUNT	
Notice to Proceed	6/10/2019	Original Contract Amount:	\$480,480.80
Duration	210	Total Change Order Amount Through CO 1	\$3,352.51
Substantial Completion Date	1/6/2020	Amount of Change Order No. 2	\$40,297.95
Previously Approved Extension of Time	0	Total Change Orders to Date	\$43,650.46
Time added by this Change Order	0	Revised Contract Amount	\$524,131.26
Revised Completion Date	1/6/2020		

1. GENERAL STATEMENT OF CHANGE:

This order covers the contract modification as follows:
The addition of the stage lighting by Arc Light Electrical, Inc.
3" Arched RCP Pipe.

2. TIME: None

The work covered by this change order shall be performed under the same terms and conditions as included in the original construction contract.

Changes Approved:

Changes Recommended:

Midtown Redevelopment Authority
Owner

IDS Engineering Group
Engineer

By: _____
(Date)

By: Carol D. Harrison 10/3/2019
(Date)

Jerdon Enterprises, LP
Contractor

Walter P. Moore
Engineer

By: _____
(Date)

By: _____
(Date)

CONTRACT CHANGE ORDER

Project: Bagby Park Storage Building and
Renovations

Date: 11/25/2019
Change Order No.: 2
Job No.: 1174-005-12
Contract No.: 1

Owner: Midtown Redevelopment Authority

Contractor: Jerdon Enterprises, LP

ADDITIONAL ITEMS

3. CONTRACT DRAWING REVISIONS:

None

4. CONTRACT DOCUMENTS REVISIONS:

None

5. CONTRACT PRICE REVISIONS:

Add the following items:

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2A	1	Lump Sum	\$ 34,592.25	Furnish and install Canopy Lighting per Walter P. Moore and Design Workshop drawings.	\$34,592.25
CO2B	1	Lump Sum	\$ 5,705.70	Material cost increase for arched RCP pipe in lieu of standard RCP to obtain enough clear cover over pipe.	\$5,705.70

TOTAL AMOUNT OF CHANGE ORDER NO. 2

\$40,297.95

Change Order Request



Project Name: Bagby Park Storage Building and Renovations

Project No: 5463

Date: November 22, 2019

Description: Furnish and install Canopy Lighting per Walter P Moore and Design Workshop Drawings.

Sub-Contractor and Material Description	Unit	Qty	Unit \$	Ext. \$
Stage Canopy Lighting - Arc Light Electric, Inc.	LS	1	\$ 29,950.00	\$ 29,950.00
				\$ -
				\$ -
				\$ -
				\$ -
Total Material				\$ 29,950.00

Labor Description	Hours	Rate	Total
			\$ -
			\$ -
			\$ -
			\$ -
Sub-Total			\$ -
		Burden 55%	\$ -
Total Labor			\$ -

Equipment Description	Hours	Rate	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Equipment			\$ -

	LABOR TOTAL:	\$ -
	MATERIAL TOTAL:	\$ 29,950.00
	EQUIPMENT TOTAL:	\$ -
	SUB TOTAL:	\$ 29,950.00
10%	OVERHEAD:	\$ 2,995.00
	SUB TOTAL:	\$ 32,945.00
5%	G.C. MARK-UP:	\$ 1,647.25
	GRAND TOTAL:	\$ 34,592.25

Arc Light Electric, Inc.
Commercial Electrical Contractor



November 22, 2019

Creation date: 11/08/19

Attention: Mr. John Sanchez
Reference: Bagby Park Stage Canopy

Gentlemen,

Arc Light Electric, Inc. is pleased to have the opportunity to present a proposal on the above referenced project. Our proposal in the amount of **\$ 29,950.00 (TWENTY-NINE THOUSAND NINE HUNDRED AND FIFTY DOLLARS)** has the following scope and qualifications:

Inclusions (and specific scope clarifications);

- ◆ Per plans and specifications designed by Urban Architecture, dated 10/09/19.
- ◆ All work will be performed during normal working hours (7:00 AM to 3:30 PM). We will not be onsite full time. We have not included any scheduled overtime. We will man the project as required by a mutually agreed upon schedule.
- ◆ Electrical permit.

Exclusions;

- ◆ Bond fees.
- ◆ Concrete, sheetrock or asphalt work (cut, patch, form or install).
- ◆ Trash removal from site.
- ◆ **Sales tax.**
- ◆ Code required upgrades to existing electrical system.
- ◆ Painting, except for any touch-up of factory finishes.
- ◆ Special covers or fabrication for access inside columns, beams or purlins.

This proposal is expressly conditioned upon the use only of the AIA A401 Standard Form of Agreement Between Contractor and Subcontractor or some other mutually agreeable form of subcontract agreement. If you have any questions or comments regarding this proposal please contact us at your convenience.

Respectfully submitted,

Ken Kaiser
ken@arclightelectric.net
Senior Project Manager

Xc: file

Change Order Request



Project Name: Bagby Park Storage Building and Renovations

Project No: 5463

Date: October 14, 2019

Description: Material cost increase for arched RCP pipe in lieu standard RCP to obtain enough clear cover over pipe.

Sub-Contractor and Material Description	Unit	Qty	Unit \$	Ext. \$
30" Arched RCP Pipe (22.5"X36.25")	LF	48	\$ 128.00	\$ 6,144.00
Delivery	EA	1	\$ 200.00	\$ 200.00
30" RCP, Class 3, C-76 RETURN CREDIT	LF	48	\$ (29.25)	\$ (1,404.00)
(-\$39/LF Credit, less 25% Restocking Fee)				\$ -
				\$ -
Total Material				\$ 4,940.00

Labor Description	Hours	Rate	Total
			\$ -
			\$ -
			\$ -
			\$ -
Sub-Total			\$ -
		Burden 55%	\$ -
Total Labor			\$ -

Equipment Description	Hours	Rate	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Equipment			\$ -

	LABOR TOTAL:	\$ -
	MATERIAL TOTAL:	\$ 4,940.00
	EQUIPMENT TOTAL:	\$ -
	SUB TOTAL:	\$ 4,940.00
10%	OVERHEAD:	\$ 494.00
	SUB TOTAL:	\$ 5,434.00
5%	G.C. MARK-UP:	\$ 271.70
	GRAND TOTAL:	\$ 5,705.70

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 20 – Bagby Park Storage and Restroom

This Work Order is issued subject to and is governed by that certain professional services agreement between Midtown and Consultant dated July 14, 2010.

Work Order Date: November 15, 2019

Consultant: Walter P. Moore

Type of Compensation: Lump Sum

Compensation: \$69,425

Location of Services: Houston, Texas

Description of Services: This work order includes the Design and Construction Administrative Services for a Storage Facility and Restroom at Bagby Park. Specific duties included in this fee are listed below:

- Design of Grading, Drainage, Paving, Structure and Utilities
- Detention
- Utility Availability Letters, Application and Approvals
- Permitting

Schedule Requirements:

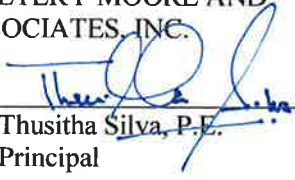
Commencement of Services: November 15, 2019

Completion of Services: March 1, 2020

Consultant:

WALTER P MOORE AND
ASSOCIATES, INC.

By: _____


Thusitha Silva, P.E.
Principal

11/08/2019

Date

Client:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Mathias Thibodeaux – Executive Director

Date



November 8, 2019

Mr. Marlon Marshall
Manager of Capital Projects
Midtown Redevelopment Authority
410 Pierce, Suite 355
Houston, TX 77002

Re: Work Order 20 – Bagby Park Storage and Restroom

Dear Marlon,

We are pleased to submit this proposal for the design and construction administrative services for a storage building and restroom at Bagby Park.

It is our understanding that the project consists of removing the existing storage shed and installing a single building with two separated storage areas and a restroom. Our understanding is that this will need to be submitted to the City of Houston as a new project. A wastewater capacity reservation letter will be required for the proposed improvements.

The total proposed fee of \$69,425 (inclusive of expenses) covers the anticipated work efforts of Walter P Moore and its sub-consultants. This excludes utility plan and profile drawings and their approval if new water and sewer lines are needed. We would expect the fee for this additional work to be \$6,000.

Our fee is as outlined below;

Basic Services Fee - Summary by Task

Design of Grading, Drainage, Paving and Utilities	\$	15,950
SD/DD/CD Project Meetings	\$	3,700
Detention	\$	4,500
Construction Phase Services	\$	2,350
Construction Phase Meetings	\$	2,350
Utility Availability Letters Application and Approvals	\$	3,000
Subconsultant Coordination	\$	3,625
Permitting	\$	6,000
Structural (Walter P Moore)	\$	5,000
Landscape Architect (Design Workshop)	\$	3,850
MEP (E&C)	\$	8,250
Architecture (Urban Architecture)	\$	9,350
Reimbursable Expenses	\$	1,500
	\$	69,425

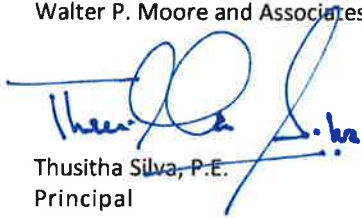
Exclusions:

Utility Plan and Profile Dwgs. And Approvals - if new water and sewer lines are needed.	\$	6,000
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Please contact me or Rachel Ray-Welsh directly with any questions or concerns.

Sincerely,

Walter P. Moore and Associates, Inc.

A handwritten signature in blue ink, appearing to read 'Thusitha Silva', with a large, stylized flourish extending from the end of the signature.

Thusitha Silva, P.E.
Principal

Enclosure

CC: Rachel Ray-Welsh, P.E., STP, ENV SP

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: #6 _____

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

CCSJ:	0912-71-003
Project:	C 912-71-3
Highway:	CS Caroline Street
County:	Harris
District:	Houston
Contract Number:	04173038

2. Type of outside funding agreement for this change:

- Existing
 Amended
 New
 [Check one]

3. Indicate the type and amount of funding:

- Fixed Price (Lump Sum) (Estimated Amount _____)
 Actual Cost

(a) Contract Items (Bid Items):				\$41,704.47
(b) E&C*:	(a) x	<u>.0495</u>	=	\$2,064.37
		enter %		
TOTAL				\$43,768.84

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: Quincy D. Allen, P.E.	



CONTRACT ID: 091271003
 PROJECT: C 912-71-3
 CONTRACT: 04173038
 AWARD AMOUNT: \$12,380,276.54
 PROJECTED AMOUNT: \$12,438,632.54
 ADJ PROJECTED AMT: \$12,978,117.26
 PEND ADJ PROJ AMT: \$12,978,117.26
 CONTRACTOR: J.D. ABRAMS, L.P.
 CO AMOUNT: \$41,704.47
 CO TYPE: NON-PARTICIPATING
 3RD PARTY AMOUNT: \$41,704.47
 APPRV LEVEL: OVERRIDE

CHANGE ORDER NBR.

6

REPORT DATE: 11/12/2019 7:18:32AM

HIGHWAY: CS
 DISTRICT: 12
 COUNTY: HARRIS
 AREA ENGINEER: John Elam, P.E.
 AREA NUMBER: 056

DESCRIPTION: Bid Item Price Adjustments
 REASON: 1E - 1E-DES ERROR DELAY, REWORK, INEFF-CONSLT
 SECONDARY REASON(S):

Functions:

<input checked="" type="checkbox"/> Extra Work	<input type="checkbox"/> Force Account
<input type="checkbox"/> Zero Dollar	<input type="checkbox"/> Final Quantity
<input checked="" type="checkbox"/> Overrun/Underrun	<input type="checkbox"/> Change Project Limits
<input type="checkbox"/> Time Adjustment	<input type="checkbox"/> Delete/Add CSJ
<input type="checkbox"/> Stock Account	

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT.

The project plans call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, water lines, sanitary sewer lines, bike lanes, landscape and street lighting improvements. The limits are from Elgin Street to Pierce Street in Harris County, Texas, a total of 0.689 miles.

The subject change order will adjust the price of twenty-five (25) existing items, underrun twenty-six (26) existing items and overrun one (1) existing item to the contract

Change Order No. 6 is in conjunction with Change Order No. 3 to compensate the contractor for contract items that have been adjusted as part of revised plan sheets in order to install the waterline. The original plan design was incorrect based on the grade, plan and profile in the field. The revised plan sheets adjusted the grade, plan and profile to match the correct dimensions in the field. The revised plan sheets will add the following items to the contract as pricing has increased/decreased due to changes in the plan sheets 20, 21 and 261-268. This change order will not add plan sheets as they were added as part of change order 3. This change order will compensate the contractor for items that have been adjusted in pricing due to material prices increasing while plan revisions were made.

The original bid quantity for Item 5969-2177 AIR RELEASE VALVE (3 IN) is 8, but per the Engineer of Record (EOR) on November 8, 2019, there is no justifiable reason to show all eight if we know that not all will be installed. Request for Information (RFI) No. 59A confirms that four (4) ARVs were no longer needed to be installed between Elgin Street and McGowen Street and only one (1) ARV needed to be installed at STA 10+14. Furthermore, the EOR has noted there may be two (2) ARVs installed between McGowen Street and Gray Street; therefore, the quantity for item 5969-2177 is now three (3).

The Plans, Specifications and Estimate (PS&E) were prepared by a third party consultant hired by Midtown Management and are responsible for 100% of the design at no cost to TxDOT.

The price of the following existing items will be adjusted to the contract due to revised plan sheets. The price adjustments were determined fair and reasonable by the area office based upon the contractor's backup price support and breakdown documentation.

LINE 0926	5969-2002	WTR MN PVC 6i	LF	\$78.84	20.000	\$1,576.80
	(Original bid Price: \$82.00)					
	(Original Bid QTY: 108.00 LF)					
LINE 0931	5969-2003	WTR MN PVC 16i	LF	\$515.54	65.000	\$33,510.10
	(Original bid Price: \$505.00)					
	(Original Bid QTY: 64.00 LF)					
LINE 0936	5969-2005	WTR MN PVC 8i	LF	\$177.68	279.000	\$49,572.72
	(Original bid Price: \$175.00)					
	(Original Bid QTY: 317.00 LF)					
LINE 0941	5969-2006	WTR MN PVC 12i	LF	\$389.10	24.000	\$9,338.40
	(Original bid Price: \$325.00)					
	(Original Bid QTY: 20.00 LF)					
LINE 0946	5969-2015	WTR MN DI 20i	LF	\$723.73	35.000	\$25,330.55
	(Original bid Price: \$715.00)					
	(Original Bid QTY: 14.00 LF)					
LINE 0951	5969-2020	WTR MN STL 2i	LF	\$196.67	80.000	\$15,733.60
	(Original bid Price: \$195.00)					
	(Original Bid QTY: 11.00 LF)					

2/19

3 of 9

LINE 0956	5969-2025	WTR MN DI 24I	LF	\$340.03	3,407.000	\$1,158,482.21	
(Original bid Price: \$320.00)							
(Original Bid QTY: 3,437.00 LF)							
LINE 0961	5969-2039	CUT/PLUG WTR MN 2I	EA	\$525.12	3.000	\$1,575.36	
(Original bid Price: \$525.00)							
(Original Bid QTY: 2.00 EA)							
LINE 0966	5969-2040	CUT/PLUG WTR MN 6I	EA	\$853.84	2.000	\$1,707.68	
(Original bid Price: \$845.00)							
(Original Bid QTY: 2.00 EA)							
LINE 0971	5969-2041	CUT/PLUG WTR MN 8I	EA	\$942.68	6.000	\$5,656.08	
(Original bid Price: \$930.00)							
(Original Bid QTY: 7.00 EA)							
LINE 0976	5969-2045	CUT/PLUG WTR MN 16I	EA	\$2,756.38	3.000	\$8,269.14	
(Original bid Price: \$2,700.00)							
(Original Bid QTY: 3.00 EA)							
LINE 0981	5969-2059	JCK TUN BORE OR AUG CSG (STL) (30IN)	LF	\$532.96	125.000	\$66,620.00	
(Original bid Price: \$430.00)							
(Original Bid QTY: 125.00 LF)							
LINE 0986	5969-2072	WET CONNECT 2I	EA	\$719.10	2.000	\$1,438.20	
(Original bid Price: \$710.00)							
(Original Bid QTY: 3.00)							
LINE 0991	5969-2074	WET CONNECT 6I	EA	\$1,028.16	2.000	\$2,056.32	
(Original bid Price: \$980.00)							
(Original Bid QTY: 2.00 EA)							
LINE 0996	5969-2075	WET CONNECT 12I	EA	\$1,820.48	1.000	\$1,820.48	
(Original bid Price: \$1,700.00)							
(Original Bid QTY: 1.00 EA)							
LINE 1001	5969-2077	WET CONNECT 16I	EA	\$2,273.93	1.000	\$2,273.93	
(Original bid Price: \$2,100.00)							
(Original Bid QTY: 1.00 EA)							
LINE 1011	5969-2085	FIRE HYDRANT	EA	\$4,313.58	11.000	\$47,449.38	
(Original bid Price: \$4,000.00)							
(Original Bid QTY: 11.00 EA)							
LINE 1016	5969-2086	FIRE HYDR LEAD 6I PVC	LF	\$38.50	74.000	\$2,849.00	
(Original bid Price: \$38.00)							
(Original Bid QTY: 66.00 LF)							

LINE 1031 5969-2115 TAP SLVVALV 20X20 EA \$35,236.78 2.000 \$70,473.56
 (Original bid Price: \$32,000.00/EA)
 (Original Bid QTY: 2.00 EA)

LINE 1036 5969-2121 SERV LINE SHORT 1.5-2.0I EA \$1,722.29 44.000 \$75,780.76
 (Original bid Price: \$1,380.00)
 (Original Bid QTY: 44.00 EA)

LINE 1041 5969-2124 SERV LINE LONG 5/8-1.0I EA \$1,514.30 49.000 \$74,200.70
 (Original bid Price: \$1,250.00)
 (Original Bid QTY: 49.00 EA)

LINE 1046 5969-2134 WET CONNECTION (BIN) EA \$934.47 6.000 \$5,606.82
 (Original bid Price: \$870.00)
 (Original Bid QTY: 6.00 EA)

LINE 1056 5969-2158 TAP SLVVALV 30X24 W/BOX EA \$37,619.11 1.000 \$37,619.11
 (Original bid Price: \$35,000.00)
 (Original Bid QTY: 1.00 EA)

Line 1061 5969-2169 BUTTERFLY VALVE (24") replaced W/GATE VALVE (24") EA \$22,055.25 3.000 \$66,166.75
 (Original bid Price: \$16,000.00)
 (Original Bid QTY: 5.00 EA) - QTY in the plans = 8, but only 5 in the Bid QTY
 5 are already paid @ original price of \$16,000.00/EA
 3 will be paid @ increased price of \$22,055.25/EA on this CO#6

LINE 1066 5969-2177 AIR RELEASE VALVE (3IN) EA \$36,522.94 3.000 \$109,568.82
 (Original bid Price: \$33,000.00)
 (Original Bid QTY: 8.00 EA)

The following bid items will be underrun as the new adjusted price items were added in place of the original contract bid items:

5969-2001 WTR MN PVC 4I -9.00 LF
 5969-2002 WTR MN PVC 6I -108 LF
 5969-2003 WTR MN PVC 16I -64.00 LF
 5969-2005 WTR MN PVC 8I -317.00 LF
 5969-2006 WTR MN PVC 12I -20.00 LF
 5969-2015 WTR MN DI 20I -14.00 LF
 5969-2020 WTR MN STL 2I -11.00 LF
 5969-2025 WTR MN DI 24I -3,437.00 LF
 5969-2039 CUT/PLUG WTR MN 2I -2.00 EA
 5969-2040 CUT/PLUG WTR MN 6I -2.00 EA
 5969-2041 CUT/PLUG WTR MN 8I -7.00 EA
 5969-2045 CUT/PLUG WTR MN 16I -3.00 EA
 5969-2059 JCK TUN BORE OR AUG CSG (STL)(30IN) -125.00 LF
 5969-2072 WET CONNECT 2I -3.00 EA
 5969-2074 WET CONNECT 6I -2.00 EA
 5969-2075 WET CONNECT 12I -1.00 EA

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5969-2077	WET CONNECT 16I	-1.00 EA
5969-2085	FIRE HYDRANT	-11.00 EA
5969-2086	FIRE HYDR LEAD 6I PVC	-66.00 LF
5969-2115	TAP SLVVALV 20x20	-2.00 EA
5969-2121	SERV LINE SHORT 1.5-2.0I	-44.00 EA
5969-2124	SERV LINE LONG 5/8-1.0I	-49.00 EA
5969-2134	WET CONNECTION (8IN)	-6.00 EA
5969-2155	CUT/PLUG WTR MN 0.75I	-3.00 EA
5969-2158	TAP SLVVALV 30x24 W/BOX	-1.00 EA
5969-2177	AIR RELEASE VALVE (3IN)	-8.00 EA

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The following bid item will be overrun as a result of the revised plan sheets adjusting the waterline quantities:

LINE 0230	0402-2001	TRENCH EXCAVATION PROTECTION	LF	\$4.00	467.000	\$1,868.00
-----------	-----------	------------------------------	----	--------	---------	------------

The revisions covered by this change order will result in an overrun of funds authorized for the project in the amount of \$41,704.47. This change order is associated with a third party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and contingencies on this project is 4.95% and the total third party cost is \$43,768.84.

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ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: [Signature] 11-12-19 DATE

TYPED/PRINTED NAME: Jesus E. Auguiano 11-12-19 DATE

TYPED/PRINTED TITLE: Hoostar Area Manager 11-12-19 DATE

AREA ENGINEER: [Signature] 11-14-19 DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____ DATE

DIRECTOR, CONSTRUCTION DIVISION: _____ DATE

DEPUTY EXECUTIVE DIRECTOR: _____ DATE

FHWA: _____ DATE



CO# 6

CONTRACT ID 091271003

CHANGE ORDER NBR. 6

Page 8 of 9

ADDTL CO DESCR 2	Bid Item Price Adjustment								
001 0965 59692040 000	CUT AND PLUG WATER MAIN (6IN)	EA	845.00000	2.000	-2.000	0.000			-\$1,690.00
001 0966 59692040	ADDTL CO DESCR 1	EA	853.84000	0.000	2.000	2.000			\$1,707.68
	ADDTL CO DESCR 2								
001 0970 59692041 000	CUT AND PLUG WATER MAIN (8IN)	EA	930.00000	7.000	-7.000	0.000			-\$6,510.00
001 0971 59692041	ADDTL CO DESCR 1	EA	942.88000	0.000	6.000	6.000			\$5,656.08
	ADDTL CO DESCR 2								
001 0975 59692045 000	CUT AND PLUG WATER MAIN (16IN)	EA	2,700.00000	3.000	-3.000	0.000			-\$6,100.00
001 0976 59692045	ADDTL CO DESCR 1	EA	2,756.38000	0.000	3.000	3.000			\$6,269.14
	ADDTL CO DESCR 2								
001 0980 59692059 000	JCK TUN BOR OR AUG C5G(STL)(30IN)	LF	430.00000	125.000	-125.000	0.000			-\$53,750.00
001 0981 59692059	ADDTL CO DESCR 1	LF	532.96000	0.000	125.000	125.000			\$66,620.00
	ADDTL CO DESCR 2								
001 0985 59692072 000	WET CONNECTION (2IN)	EA	710.00000	3.000	-3.000	0.000			-\$2,130.00
001 0986 59692072	ADDTL CO DESCR 1	EA	719.10000	0.000	2.000	2.000			\$1,438.20
	ADDTL CO DESCR 2								
001 0980 59692074 000	WET CONNECTION (6IN)	EA	980.00000	2.000	-2.000	0.000			-\$1,960.00
001 0991 59692074	ADDTL CO DESCR 1	EA	1,028.16000	0.000	2.000	2.000			\$2,056.32
	ADDTL CO DESCR 2								
001 0995 59692075 000	WET CONNECTION (12IN)	EA	1,700.00000	1.000	-1.000	0.000			-\$1,700.00
001 0996 59692075	ADDTL CO DESCR 1	EA	1,820.48000	0.000	1.000	1.000			\$1,820.48
	ADDTL CO DESCR 2								
001 1000 59692077 000	WET CONNECTION (16IN)	EA	2,100.00000	1.000	-1.000	0.000			-\$2,100.00
001 1001 59692077	ADDTL CO DESCR 1	EA	2,273.93000	0.000	1.000	1.000			\$2,273.93
	ADDTL CO DESCR 2								
001 1010 59692085 000	FIRE HYDRANT	EA	4,000.00000	11.000	-11.000	0.000			-\$44,000.00
001 1011 59692085	ADDTL CO DESCR 1	EA	4,313.59000	0.000	11.000	11.000			\$47,449.38
	ADDTL CO DESCR 2								
001 1015 59692086 000	FIRE HYDRANT LEAD (6IN)(PVC)	LF	38.00000	66.000	-66.000	0.000			-\$2,508.00
001 1016 59692086	ADDTL CO DESCR 2	LF	39.50000	0.000	74.000	74.000			\$2,849.00

CONTRACT ID 091271003

CHANGE ORDER NBR. 6

Page 9 of 9

CO#	ADDTL CO DESCR 1	ADDTL CO DESCR 2	CO#6	Bid Item Price Adjustment	EA	32,000.00000	2.000	-2.000	0.000	-564,000.00
001	1030	59692115	000	TAPPING SLEEVE AND VALVE (20IN X 20IN)	EA	32,000.00000	2.000	-2.000	0.000	-564,000.00
001	1031	59692115	ADDTL CO DESCR 1	TAPPING SLEEVE AND VALVE (20IN X 20IN) CO#6	EA	35,236.76000	0.000	2.000	2.000	\$70,473.56
			ADDTL CO DESCR 2	Bid Item Price Adjustment						
001	1035	59692121	000	SERV LINE(SHORT SIDE)(1-1/2IN TO 2IN)	EA	1,390,00000	44.000	-44.000	0.000	-860,720.00
001	1036	59692121	ADDTL CO DESCR 1	SERV LINE(SHORT SIDE)(1-1/2IN TO 2IN) CO#6	EA	1,722.29000	0.000	44.000	44.000	\$75,780.76
			ADDTL CO DESCR 2	Bid Item Price Adjustment						
001	1040	59692124	000	SERV LINE(LONG SIDE)(5/8IN TO 1IN)	EA	1,250.00000	49.000	-49.000	0.000	-861,250.00
001	1041	59692124	ADDTL CO DESCR 1	SERV LINE(LONG SIDE)(5/8IN TO 1IN) CO#6	EA	1,514.30000	0.000	49.000	49.000	\$74,200.70
			ADDTL CO DESCR 2	Bid Item Price Adjustment						
001	1045	59692134	000	WET CONNECTION (8IN)	EA	670.00000	6.000	-6.000	0.000	-65,220.00
001	1046	59692134	ADDTL CO DESCR 1	WET CONNECTION (8IN) CO#6	EA	934.47000	0.000	6.000	6.000	\$5,606.82
			ADDTL CO DESCR 2	Bid Item Price Adjustment						
001	1050	59692155	000	CUT AND PLUG WATER MAIN (3/4")	EA	540.00000	3.000	-3.000	0.000	-51,820.00
001	1055	59692158	000	TAPPING SLV AND VALVE(30IN X 24IN)W/BOX	EA	35,000.00000	1.000	-1.000	0.000	-335,000.00
001	1056	59692158	ADDTL CO DESCR 1	TAPPING SLV AND VALVE(30IN X 24IN)W/BOX CO#6	EA	37,819.11000	0.000	1.000	1.000	\$37,819.11
			ADDTL CO DESCR 2	Bid Item Price Adjustment						
001	1061	59692169	000	BUTTERFLY VALVE (24")	EA	22,055.25000	0.000	3.000	3.000	\$66,165.75
			ADDTL CO DESCR 1	CO#6: Will add three (3) at new price \$22,055.25/EA Eight (8) were in the plans, but only 5 in Bid Quantity						
001	1065	59692177	000	AIR RELEASE VALVE (3 INCHES)	EA	33,000.00000	8.000	-8.000	0.000	-264,000.00
001	1066	59692177	ADDTL CO DESCR 1	AIR RELEASE VALVE (3 INCHES) Change from 8 to 3 ARVs per John Mudd 11.8.18 CO#6	EA	36,522.94000	0.000	3.000	3.000	\$109,566.82
			ADDTL CO DESCR 2	Bid Item Price Adjustment						

CHANGE ORDER AMOUNT \$41,704.47

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: #27 _____

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

CCSJ:	0912-71-003
Project:	C 912-71-3
Highway:	CS Caroline Street
County:	Harris
District:	Houston
Contract Number:	04173038

2. Type of outside funding agreement for this change:

Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

Fixed Price (Lump Sum) (Estimated Amount _____)
 Actual Cost

(a) Contract Items (Bid Items):		\$15,108.15
(b) E&C*:	(a) x $\frac{.0495}{\text{enter \%}}$ =	\$747.85
TOTAL		\$15,856.00

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____
By _____
Typed/Printed Name _____
Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: Quincy D. Allen, P.E.	



CHANGE ORDER NBR. 27

REPORT DATE: 10/31/2019 9:36:12AM

CONTRACT ID: 091271003
 PROJECT: C 912-71-3
 CONTRACT: 04173038
 AWARD AMOUNT: \$12,380,276.54
 PROJECTED AMOUNT: \$12,438,632.54
 ADJ PROJECTED AMT: \$12,978,117.26
 PEND ADJ PROJ AMT: \$12,978,117.26
 CONTRACTOR: J.D. ABRAMS, L.P.
 CO AMOUNT: \$15,108.15
 CO TYPE: NON-PARTICIPATING
 3RD PARTY AMOUNT: \$15,108.15
 APPRV LEVEL: OVERRIDE

HIGHWAY: CS
 DISTRICT: 12
 COUNTY: HARRIS
 AREA ENGINEER: John Elam, P.E.
 AREA NUMBER: 056

DESCRIPTION: CO27: Sanitary Sewer Bypass Equipment Rental
 REASON: 1E - 1E-DES ERROR DELAY, REWORK, INEFF-CONSULT
 SECONDARY REASON(S):

Functions:

<input checked="" type="checkbox"/> Extra Work	<input type="checkbox"/> Force Account
<input type="checkbox"/> Zero Dollar	<input type="checkbox"/> Final Quantity
<input type="checkbox"/> Overrun/Underrun	<input type="checkbox"/> Change Project Limits
<input type="checkbox"/> Time Adjustment	<input type="checkbox"/> Delete/Add CSJ
<input type="checkbox"/> Stock Account	

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

The project plans call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, water lines, sanitary sewer lines, bike lanes, landscape and street lighting improvements. The limits are from Elgin Street to Pierce Street in Harris County, Texas, a total of 0.689 miles.

The subject change order will add one (1) new Unique Change Order Item 9608-2024 to the contract.

The Plans, Specifications and Estimate (P&S&E) were prepared by a third party consultant hired by Midtown Management and are responsible for 100% of the design at no cost to TxDOT.

This change order is to reimburse the contractor for rental equipment only that is associated with pending Change Order No. 21 for the removal of the existing sanitary sewer line on Caroline Street. The redesigned sanitary sewer line was initially intended to be plugged and abandoned, but was moved to the centerline of Caroline Street. TxDOT directed the Contractor to remove the existing sanitary sewer line; therefore, the bypass equipment was necessary to allow the existing line to remain active.

The following Unique Change Order Item will be added:

LINE 4042 9608-2024 UNIQUE CHANGE ORDER ITEM 24 DOL = \$15,108.15 1 = LS
 Sanitary Sewer Bypass Equipment Rental, Delivery and Setup
 Billed for four weeks 5/28/19 thru 6/25/19
 (No Average Low Bid)
 CO#27

The revision covered by this change order will result in an overrun of funds authorized for the project in the amount of \$15,108.15. This change order is associated with a third party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and contingencies on this project is 4.95% and the total third party cost is \$15,856.00

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

2 of 3

THE CONTRACTOR

BY: [Signature] 11-2-19

TYPED/PRINTED NAME: Jesus E. Aguero 11-2-19

TYPED/PRINTED TITLE: Master Area Manager 11-2-19

AREA ENGINEER: [Signature] 11-4-19

AREA ENGINEERS SEAL:

DISTRICT ENGINEER: _____ DATE

DIRECTOR, CONSTRUCTION DIVISION: _____ DATE

DEPUTY EXECUTIVE DIRECTOR: _____ DATE

FHWA: _____ DATE



CONTRACT ID 091271003 CHANGE ORDER NBR. 27 Page 3 of 3
 CONTRACT ITEMS

PROJECT NBR 091271003 (C 912-71-3 NOT ELIGIBLE FOR FEDERAL PARTICIPATION)

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	4042	96082024		UNIQUE CHANGE ORDER ITEM 24	DOL	15,108.15000	0.000	1.000	1.000	\$15,108.15
		CO DESCR		Bypass Equipment used for CO#21 still pending						
		ADDTL CO DESCR 1		CO#27 Sanitary Sewer Bypass Equipment Rental & Setup						
		ADDTL CO DESCR 2		Billed for four weeks 5/28/19 thru 6/28/19						

CHANGE ORDER AMOUNT \$15,108.15

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: #28 _____

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

CCSJ:	0912-71-003
Project:	C 912-71-3
Highway:	CS Caroline Street
County:	Harris
District:	Houston
Contract Number:	04173038

2. Type of outside funding agreement for this change:

Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

Fixed Price (Lump Sum) (Estimated Amount _____)
 Actual Cost

(a) Contract Items (Bid Items): _____ \$14,520.96

(b) E&C*: (a) x $\frac{.0495}{\text{enter \%}}$ = _____ \$718.79

TOTAL _____ \$15,239.75

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Funding for this Change Order has been arranged:	
_____	_____
TxDOT Representative	Date
Typed/Printed Name: Eliza C. Paul, P.E.	



CHANGE ORDER NBR. 28

REPORT DATE: 11/25/2019 7:38:13AM

CONTRACT ID: 091271003
 PROJECT: C 912-71-3
 CONTRACT: 04173038
 AWARD AMOUNT: \$12,380,276.54
 PROJECTED AMOUNT: \$12,438,632.54
 ADJ PROJECTED AMT: \$12,978,117.26
 PEND ADJ PROJ AMT: \$12,978,117.26
 CONTRACTOR: J.D. ABRAMS, L.P.
 CO AMOUNT: \$14,520.96
 CO TYPE: NON-PARTICIPATING
 3RD PARTY AMOUNT: \$14,520.96
 APPRV LEVEL: OVERRIDE

HIGHWAY: CS
 DISTRICT: 12
 COUNTY: HARRIS
 AREA ENGINEER: John Eiam, P.E.
 AREA NUMBER: 056

DESCRIPTION: CO28: Cleaning and Sweeping
 REASON: 1E - 1E-DES ERROR DELAY, REWORK, INEFF-CONSULT
 SECONDARY REASON(S):

Functions:

<input checked="" type="checkbox"/> Extra Work	<input type="checkbox"/> Force Account
<input type="checkbox"/> Zero Dollar	<input type="checkbox"/> Final Quantity
<input type="checkbox"/> Overrun/Underrun	<input type="checkbox"/> Change Project Limits
<input type="checkbox"/> Time Adjustment	<input type="checkbox"/> Delete/Add CSJ
<input type="checkbox"/> Stock Account	

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

The project plans call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, water lines, sanitary sewer lines, bike lanes, landscape and street lighting improvements. The limits are from Elgin Street to Pierce Street in Harris County, Texas, a total of 0.689 miles.

The subject change order will add one (1) new item 0738-6005 CLEANING / SWEEPING (FRONTAGE ROAD) to the contract.

The Plans, Specifications and Estimate (P&S&E) were prepared by a third party consultant hired by Midtown Management and are responsible for 100% of the design at no cost to TXDOT.

This change order is to provide a unit price for cleaning and sweeping on Caroline Street and all side streets as directed by the North Harris Area Office (NHAO). The Contractor's proposal is based on fourteen (14) cycles assuming one (1) cycle per month at the discretion of the NHAO. The dumping fee, 1 hour travel time and 3 hour minimum are being counted as one (1) cycle. Otherwise, anything over/under the minimum could be susceptible to a variance in the bid item.

The Contractor's proposal for cleaning and sweeping per cycle is significantly lower than the District and Statewide Average Low Bid. The NHAO agrees the proposed pricing is fair and reasonable.

The following new item will be added to the contract:

LINE 0643 0738-6005 CLEANING / SWEEPING (FRONTAGE ROAD) CYC 14 \$1,037,2115 \$14,520.96

The revision covered by this change order will result in an overrun of funds authorized for the project in the amount of \$14,520.96. This change order is associated with a third party amount per the advanced funding agreement. Midtown Management District will be covering 100% of the total change order. The Engineering and contingencies on this project is 4.95% and the total third party cost is 15,239.75.

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

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BY: [Signature] 11-25-19
TYPED/PRINTED NAME: Jean E. Arpino 11-25-19 DATE
TYPED/PRINTED TITLE: Master Area Manager 11-25-19 DATE
AREA ENGINEER: [Signature] 11-25-19 DATE
AREA ENGINEER'S SEAL: _____ DATE
DISTRICT ENGINEER: _____ DATE
DIRECTOR, CONSTRUCTION DIVISION: _____ DATE
DEPUTY EXECUTIVE DIRECTOR: _____ DATE
FHWA: _____ DATE



CO# 28

CONTRACT ID 091271003

CHANGE ORDER NBR. 28

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CONTRACT ITEMS

PROJECT NBR 091271003 (C 912-71-3 NOT ELIGIBLE FOR FEDERAL PARTICIPATION)

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0843	07386005		CLEANING / SWEEPING (FRONTAGE ROAD)	CYC	1,037.2150	0.000	14.000	14.000	\$14,520.96
		ADDTL CO DESCR 1		CO#28: Cleaning and Sweeping						
CHANGE ORDER AMOUNT										\$14,520.96



September 4, 2019

Marlon Marshall
Director, Engineering and Construction
Midtown Redevelopment Authority
410 Pierce St, Suite 355
Houston, TX 77002

**Re: Proposal for Professional Services
Midtown MTFP Updates – Houston, TX
Walter P Moore Proposal No. 19-2168**

Marlon:

Following up on recent conversations with the City of Houston Planning Department and Midtown Redevelopment Authority, Walter P Moore has prepared the attached proposed Scope of Services to assist in updating previous work related to recommendations to MTFP amendments for Midtown. The previous study was based on traffic data collected in 2011-2013, before significant changes to the corridor network. Walter P Moore will update the previous analysis based on updated traffic count data obtained from existing data sources including the City, TxDOT, and others. We have proposed a reimbursable budget to obtain new traffic counts (via subconsultant - CJ Hensch) only as needed, based on available (and reliable) data. We anticipate that this Proposal and Agreement for Professional Services and attachments, when signed, will serve as our entire Agreement unless superseded by another document signed by both parties.

Agreement

If this proposal is acceptable, please sign the attached Proposal and Agreement for Professional Services where indicated and return the signed copy to us. This proposal is valid for 60 days.

We very much appreciate the opportunity to provide these services and look forward to working with you on this Project.

Sincerely,

WALTER P. MOORE AND ASSOCIATES, INC.

Jennifer L. Peek, PE, PTOE, PTP
Senior Principal

Attachments:
Agreement for Services



PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES - Terms Attached

Project: Midtown MTFP Updates
Client: Midtown Redevelopment Authority
Client Contact: Marlon Marshall
Proposal Date: September 4, 2019
Proposal Number: 19-2168

Walter P. Moore and Associates, Inc. (Walter P Moore) shall provide services to Client for the Project as defined below and in accordance with the attachments listed below:

Project Description: It is our understanding that the project consists of updating previous work on potential recommendations to update the City of Houston’s Major Thoroughfare and Freeway Plan (MTFP) for Midtown corridors. Walter P Moore will start by obtaining updated traffic count data for Midtown streets from sources such as GIMS, TxDOT, or other available sources to utilize for this study. Walter P Moore will utilize the same methodology as the previous study to make recommendations for MTFP designations. Additionally, Walter P Moore will meet with representatives from the City, TxDOT, HDMD, MRA, and others to discuss mutual impacts and considerations. This proposal does not include services related to public participation or stakeholder engagement.

Project Parameters: Walter P Moore’s fee for Basic Services is based upon the information about the Project described in this Agreement for Professional Services. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

Scope of Services: Walter P Moore’s scope of Basic Services for This Part of the Project includes, based upon the Project Parameters, the services described in the attached Schedule ST1 – Scope of Basic Transportation Planning Services. A non-exclusive list of services not included within Basic Services is attached as Schedule ST17: Excluded Services, attached.

Compensation: Walter P Moore shall provide Basic Services for This Part of the Project on a Lump Sum fee basis, calculated and payable in accordance with the terms in Schedule T3 “Terms of Agreement,” attached. Our fees for Basic Services are as follows:

<i>Transportation Planning Services</i>	<i>\$35,000</i>
<i>Reimbursable Expenses (traffic counts, if needed)</i>	<i>\$5,000</i>

Walter P Moore’s fee for Basic Services does not include sales tax, fees for any Additional Services or Reimbursable Expenses.

Additional Supplemental Services: Any additional supplemental services requested by Client or services (identified in Schedule ST17 Excluded Services) provided not described as Basic Services or required supplemental services above shall be provided without invalidating this Agreement as Additional Services. Any Additional Supplemental Services shall be compensated in addition to compensation for Basic Services and required Supplemental Services stated above on either an agreed lump sum basis or on an hourly basis according to Schedule RC1 “Billing Rate Schedule,” attached. Any Additional Services for services provided by any consultant retained by Walter P Moore shall be compensated at a multiple of 1.10 times the amount for such services billed to Walter P Moore. The Billing Rate Schedule shall be revised annually and shall replace the Hourly Invoicing Rates Schedule described above without invalidating this Agreement.

Reimbursable Expenses: Miscellaneous, project-related, out-of-pocket expenses incurred by Walter P Moore in providing its services shall be reimbursed in addition to any fees as described in Schedule T3 "Terms of Agreement." A reimbursable budget of \$5,000 recommended for this project to be utilized as-needed for traffic count collection.

Client's Responsibilities: Client shall provide overall management and coordination for the design of the Project. Walter P Moore agrees to participate in the coordination effort, to be led by Client, in order that This Portion of the Project is coordinated with the designs and deliverables of the other members of the Project design team.

The Client shall provide to Walter P Moore in a timely manner full information of which the Client is aware regarding any special conditions, design criteria, reports, or special services needed, and to make available any existing data or drawings concerning the Project and Project Site. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided.

Project Schedule: Walter P Moore shall endeavor to achieve the requirements of a reasonable schedule determined appropriate for the Project. We are prepared to begin work immediately after receipt of an executed copy of this agreement. As discussed, the timeframe for updating MTFP recommendations will be 90 days or less.

In order for Walter P Moore to proceed with its services toward accomplishment of the Project Schedule, the following information from Client shall be timely provided to Walter P Moore:

1. The attached copy of this Agreement, duly executed.
2. Any relevant traffic count data
3. Plans for discussed or proposed changes to study area streets

Client agrees to furnish Walter P Moore, in a timely manner, full information regarding any special conditions or criteria for the Project or special services needed, and to make available to Walter P Moore all pertinent, existing data concerning the Project and Project site of which Client is aware. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided by Client.

Limitation of Liability: To the maximum extent permitted by law, Client agrees to limit Consultant's liability for claims arising from the Agreement to the Sum of \$50,000 or Walter P Moore's paid fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.


Payment: Walter P Moore shall be paid based upon the following basis and as defined in the attached Terms of Agreement.

Lump Sum Fee - The total fee payable shall be the total sum stated herein, and payments shall be made periodically based upon Walter P Moore's percentage complete of the total fee as of the invoice date, or according to the schedule of payment by design phase if such schedule is expressly included herein.

Attachments: The following attachments are incorporated by reference as if set forth at length. In the event of a direct conflict between this Agreement and the content of any of the Attachments, this Agreement shall govern.

Schedule T3: Terms of Agreement
Schedule RC1: Billing Rate Schedule – Infrastructure - 2019
Schedule ST1: Scope of Basic Transportation Planning Services
Schedule ST17: Excluded Services

Executed on this ___ day of _____, 2019 by:

Client: Midtown Redevelopment Authority Marlon Marshall	Walter P. Moore and Associates, Inc.: Jennifer L. Peek, PE, PTOE, PTP
	

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

AGREEMENT FOR IMPROVEMENTS ABOVE CITY STANDARD FOR TAX INCREMENT REINVESTMENT ZONE #2

This **AGREEMENT FOR IMPROVEMENTS ABOVE CITY STANDARD FOR TAX INCREMENT REINVESTMENT ZONE #2 ON PROJECT WBS NO. M-410290-0004** (“Agreement”) is made on the date countersigned by the City Controller, by and between the **CITY OF HOUSTON** (“City”), a home-rule city of the State of Texas located in Harris County, Texas, acting by and through its governing body, and the **MIDTOWN REDEVELOPMENT AUTHORITY**, a not-for-profit local government corporation organized pursuant to the laws of the State of Texas, acting on behalf of the **TAX INCREMENT REINVESTMENT ZONE (TIRZ) #2**, a reinvestment zone created pursuant to Subtitle B, Chapter 311, Texas Tax Code (collectively, the “TIRZ”). This Agreement is made in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code Ann. Ch. 791.

The Parties agree as follows:

ARTICLE I. FINDINGS AND DEFINITIONS

Section 1.1 Recitals

WHEREAS, the City authorized the creation of the TIRZ for the purpose of eliminating urban blight with revitalization providing public right of way improvements and enhancements, in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the area within the TIRZ; and

WHEREAS, the City adopted project WBS No. M-410290-0004 entitled “Gillette Trunkline (Tuam, Smith, and Elgin Segments) Drainage and Paving Improvements” (the “Project”) in its published Capital Improvement Plan; and

WHEREAS, the replacement and improvement of the sidewalks, street signs, traffic signals, pedestrian countdown poles and pedestrian push button poles would be to the advantage of both Parties; and

WHEREAS, the TIRZ desires certain improvements in excess of City Standards (hereinafter defined), which Requested Improvements (hereinafter defined) are attached to and made part of this Agreement as Exhibit A.

Exhibit A

WHEREAS, the City will design the Project to City Standards except where specifically designated in this Agreement or where a variance is granted from the City Engineer.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the Parties agree as follows:

Section 1.2 Determinations. The City and the TIRZ find that the recitals set forth in Article I, Section 1. are determined to be true and correct for all purposes.

Section 1.3 Definitions. All terms used in this Agreement shall have the meanings given herein, unless otherwise specified.

1.3.1. “*Agreement*” is defined in the preamble hereof, and includes all exhibits and any written amendments authorized by the City Council (hereinafter defined) and the TIRZ.

1.3.2. “*City*” is defined in the preamble of this Agreement and includes its successors and assigns.

1.3.3. “*City Council*” means the City Council of the City.

1.3.4. “*City Standards*” are defined in the City of Houston Infrastructure Design Manual, the Standard Specification Construction Manual, and the Standard Details.

1.3.5. “*Countersignature Date*” means the date shown as the date of countersignature by the City Controller on the signature page of this Agreement.

1.3.6. “*Director*” means the Director for HPW (hereinafter defined), or such person as he or she shall designate to administer this Agreement.

1.3.7. “*Executive Director*” means the Executive Director for the TIRZ, or such person he or she shall designate to administer this Agreement.

1.3.8. “*Final Completion*” is defined in Article III, Section 3.3.3.

1.3.9. “*Force Majeure*” is defined in Article VI, Section 6.14.1.

1.3.10. “*HPW*” means the City of Houston Public Works Department.

1.3.11. “*Party*” or “*Parties*” means the City or TIRZ, individually or collectively as indicated in the context in which it appears.

1.3.12. “*Project*” means WBS No. M-410290-0004 entitled “Gillette Trunkline (Tuam, Smith, and Elgin Segments) Drainage and Paving Improvements”.

1.3.13. “*Requested Improvements*” means those improvements requested by the TIRZ to be added to the scope of the Project, as further described in Exhibit A hereto.

1.3.14. “*Substantially Complete*” is defined in Article III, Section 3.3.1.

1.3.15. “*Term*” means the period of time described in Article V, Section 5.1, during which this Agreement is in effect.

1.3.16. “*TIRZ*” is defined in the preamble of this Agreement and includes its successors and assigns.

Section 1.4 Parts Incorporated. The following Exhibits are attached and incorporated into this Agreement:

Exhibit	Name
A	Requested Improvements
B	Construction Cost Estimate for Requested Improvements

Section 1.5 Controlling Parts. If a conflict among the Sections and Exhibits arises, the Sections control over the Exhibits.

ARTICLE II. PROJECT

Section 2.1. Project. The Project consists of Gillette Trunkline (Tuam, Smith, and Elgin Segments) Drainage and Paving Improvements.

ARTICLE III. CITY’S DUTIES

Section 3.1. Project Plans.

3.1.1. The City shall prepare or cause to be prepared design plans for the Project to City Standards.

3.1.2. The City shall incorporate the Requested Improvements, as outlined in Exhibit A of this Agreement, into the Project.

3.1.3. The City shall prepare or cause to be prepared the design plans for the Requested Improvements. The estimate for the cost of the Requested Improvements shall be submitted to the TIRZ along with the Project design plans.

Section 3.2. Construction Management.

- 3.2.1. The City shall be responsible for providing for and, except as provided for in Article IV, Section 4.2.2, funding construction management services for the Project utilizing appropriately qualified personnel.
- 3.2.2. The Executive Director may be invited to all Project progress meetings and be allowed reasonable access to the Project site when requested.

Section 3.3. Acceptance of Work and Construction Audit.

- 3.3.1. Upon notification by the City, the Director and Executive Director shall meet at the work site to consider a recommendation from the City for a determination that the Project or a portion thereof is “Substantially Complete.” If the Executive Director concurs in the recommendation, then the Executive Director shall transmit in writing his concurrence that the Project or a portion thereof be designated as Substantially Complete.
- 3.3.2. Upon acceptance of the recommendation that the entire Project is Substantially Complete, the Director shall meet with Executive Director to determine a list of outstanding items still to be completed and reviewed.
- 3.3.3. Upon notification by the City of the outstanding items identified at the time the entire Project is Substantially Complete, the Director and Executive Director shall meet at the work site to consider a recommendation from the City for a determination of “Final Completion.” If the Executive Director concurs in the recommendation, then the Executive Director shall transmit in writing his concurrence that the Project be designated as having achieved Final Completion.

Section 3.4. Project Costs.

- 3.4.1. Except as provided in Article IV, Section 4.2.1 hereof, the City shall be responsible for the cost of design and construction of the Project.

Section 3.5. Construction.

- 3.5.1. The City will advertise and receive bids for the construction of the Project based upon approved bid documents and plans and specifications. Upon receipt and tabulation of all bids, City will determine the lowest responsive and responsible bidder for the Project in accordance with State law. The City reserves the right to decline to award the contract to any bidders and, in its sole discretion, either re-advertise for bids or terminate this Agreement.

- 3.5.2. The City will act as administrator of the Project, and will execute all bid documents, contracts, insurance agreements, bonds, and other such documents as required by law to facilitate the construction of the Project.
- 3.5.3. The City shall require that the construction contractor submit a good and sufficient statutory payment and performance bond in the amount of the contract for the construction of the Project, conditioned upon the construction contractor's full and timely performance of the contract.
- 3.5.4. The City shall require that the construction contractor's insurance policies name the City as an additional insured. All such insurance policies, with the exception of Workers Compensation, shall be in such amounts as determined by the City.
- 3.5.5. The City's or the City's design professional shall administer and supervise construction of the Project; provided, however, that the TIRZ or its designated representative(s) shall have access at all reasonable times to the construction site and to all relevant plans, specifications, contract documents and records in order to verify that all work is performed in compliance with this Agreement.

Section 3.6. Insurance.

- 3.6.1 The City shall require that any entity working for the City on this Project to provide the following insurance:
 - 3.6.1.1 Workers' compensation covering the entity in the amount required by law;
 - 3.6.1.2 Commercial General Liability Insurance including broad form coverage, contractual liability, bodily and personal injury, and completed operations for bodily and property damage (minimum limits of \$1,000,000 per occurrence, with a minimum aggregate limit of \$1,000,000);
 - 3.6.1.3 Comprehensive Automobile Liability Insurance, including owned and non-owned, as well as hired, vehicles used for the project (limits of \$1,000,000 combined single limit for each single occurrence); and
 - 3.6.1.4 Professional Liability Insurance (minimum limits of \$2,000,000 per claim/aggregate).
- 3.6.2 If professional liability coverage is written on a "claims made" basis, the covered entity shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the project covered by this Agreement with a duration of two years after substantial completion.

- 3.6.3 Each entity shall name the City and the TIRZ as an “Additional Insured” on the Commercial General Liability and Comprehensive Automobile Liability policies.
- 3.6.4 All insurance policies, except Professional Liability, must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City and the TIRZ.
- 3.6.5 Each entity shall give 30 days’ written notice to the City and the TIRZ before its policies are canceled or not renewed.

Section 3.7. Accounting. Upon completion of the Project, the City will perform or cause to be performed a final accounting of the funds paid by the TIRZ to the City and promptly pay over any excess funds paid by the TIRZ pursuant to Article IV below to the TIRZ.

ARTICLE IV. TIRZ’S DUTIES

Section 4.1. Approval Authority. The TIRZ shall review and approve the Project design plan within 14 days from receipt, which shall include the design plans for the Requested Improvements, produced by the City or the City’s design professional. If no response from the TIRZ is received by the City within 14 days, the design plans shall be deemed accepted by the TIRZ.

Section 4.2. Project Costs.

- 4.2.1 The TIRZ shall be responsible for the cost of design and construction of the Requested Improvements. A construction cost estimate for the Requested Improvements is attached and incorporated herein as Exhibit B.
- 4.2.2 Funds paid by the TIRZ to the City will be used solely for the design and construction of the Requested Improvements.

Section 4.3. Payment.

- 4.3.1. The TIRZ shall remit to the City the amount specified in Exhibit B for the Requested Improvements at least 30 days prior to the date set for receipt of the construction bids.
- 4.3.2. If the City determines that additional funding is needed for the TIRZ’s Requested Improvements, the City shall notify the TIRZ in writing. Subject to Article IV, Section 4.3.3 below, the TIRZ shall make payment within 30 days from receipt of the City’s written notification.
- 4.3.3. The TIRZ’s funding responsibility shall not exceed \$39,848.81 without the prior consent and authorization of the TIRZ.

- 4.3.4. The TIRZ shall pay its obligations hereunder from monies appropriated out of the current budget of the TIRZ for the year during which such obligations become due or out of some other fund within the immediate control of the TIRZ.

Section 4.4. Change Order Approval.

- 4.4.1. If during the construction work, a change directive is necessary that impacts the TIRZ's share of the cost of the Project, the Director shall immediately notify the Executive Director.
- 4.4.2. The TIRZ shall not have the right of approval to issue change orders on the City's behalf.
- 4.4.3. The Director, in his sole discretion, may approve change orders.

Section 4.5. Maintenance by the City. Except as provided in Article IV, Section 4.6 below, upon completion and acceptance by the City of the Project, the City shall assume the maintenance obligations for the Project.

Section 4.6. Maintenance by the TIRZ. Upon completion and acceptance by the City of the Project, the TIRZ shall coordinate with the Midtown Management District to amend the existing maintenance agreement to include the Requested Improvements.

Section 4.7. Limit of Appropriation. The TIRZ recognizes that under certain provisions of the Charter of the City of Houston, the City may not obligate itself by contract to an extent in excess of an amount therefor appropriated by the City Council and further recognizes that the City Council has not appropriated or allocated any funds as of the Countersignature Date for carrying out the purposes under this Agreement; and notwithstanding any other provision of this Agreement that might otherwise be construed to the contrary, shall have no obligations to expend any City funds except to the extent that the City Council, at its sole discretion, appropriates such funds.

ARTICLE V. TERM & TERMINATION

Section 5.1. Term. This Agreement is effective on the Countersignature Date and remains in effect until completion of the Project, unless terminated in accordance with this Agreement.

Section 5.2. Termination. Either Party may terminate this Agreement, with or without cause, any time prior to the award of bid for the construction of the Project, by written notice, and the City shall have no obligation hereunder other than to return to the TIRZ any unexpended funds it holds for the Project, paid by the TIRZ pursuant to

Article IV above. In any event, this Agreement terminates upon completion of the Project and its acceptance by both Parties.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

Section 6.2. Non-Waiver.

6.2.1. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

6.2.2. An approval by the Director, or by any other employee or agent of the City, of any part of the TIRZ's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

Section 6.3. Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and the TIRZ. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

Section 6.4. Agreement Not for Benefit of Third Parties. This Agreement is not intended to benefit any party other than the Parties to this Agreement or to impose any duty upon the City or the TIRZ toward any person or entity not a Party hereto.

Section 6.5. Entire Agreement. Upon execution of this Agreement by both of the Parties, this Agreement shall constitute the entire agreement between the Parties for the Project.

Section 6.6. Assignment. No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party hereto. The TIRZ shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

Section 6.7. Notices.

6.7.1 All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: the date of actual receipt

or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed herein below or at such other address as the receiving Party may have theretofore prescribed by written notice to the sending Party.

6.7.2 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

<u>CITY</u>	<u>TIRZ</u>
Director Houston Public Works Department City of Houston 611 Walker Street, 25 th Floor Houston, TX 77002	Executive Director Midtown Redevelopment Authority 410 Pierce Street Suite 355 Houston, TX 77002

Section 6.8. Legal Construction. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other Party.

Section 6.9. Counterparts. Signatures hereto may be in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.10. Approvals. The City and the TIRZ may designate one or more officials from time to time to make any approvals or decisions required under this Agreement.

Section 6.11. Independent Contractor. The TIRZ is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of the TIRZ's performance under this Agreement. All personnel that the TIRZ uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. The TIRZ is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

Section 6.12. Joint Enterprise. This Agreement is not intended to and shall not create a joint enterprise between the City and TIRZ. It is understood and agreed by the Parties that the personnel of one Party shall not be considered employees, agents, partners, joint venturers, or servants of the other Party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have

a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work, except as may otherwise expressly be provided herein.

Section 6.13. Applicable Laws. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and the City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

Section 6.14. Force Majeure.

6.14.1. Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure (hereinafter defined) that directly impacts the City or the TIRZ. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or the TIRZ, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle the TIRZ to extra reimbursable expenses or payment.

6.14.2. This relief is not applicable unless the affected Party does the following:

6.14.2.1. Uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

6.14.2.1. Provides the other Party with prompt written notice of the cause and its anticipated effect.

6.14.3. The Director will review claims that a Force Majeure that directly impacts the City or the TIRZ has occurred and render a written decision within 14 days. The decision of the Director is final.

6.14.4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

Section 6.15. Enforcement. The City Attorney for or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The TIRZ shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the TIRZ's compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.

Section 6.16. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

Section 6.17. Survival. The TIRZ shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

Section 6.18. Successors and Assigns. This Agreement binds and benefits the Parties and their legal successors and permitted assigns. This Agreement does not create any personal liability on the part of any officer or agent of either Party.

Section 6.19. Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

(The rest of this page has been intentionally left blank.)

This Agreement, in duplicate originals each having equal force, has been executed on behalf of the parties hereto as follows:

TIRZ:
**MIDTOWN REDEVELOPMENT
AUTHORITY**

CITY:
CITY OF HOUSTON

By: _____
Name:
Title:

Mayor

ATTEST:

ATTEST:

By: _____
Name:

City Secretary

APPROVED:

Director, Houston Public Works

COUNTERSIGNED:

City Controller

DATE COUNTERSIGNED: _____

APPROVED AS TO FORM:

Senior Assistant City Attorney
L.D. File No. 0631900286001

EXHIBIT A

Requested Improvements

Powdercoat black all traffic signal poles, mast arms, pedestrian poles, and pedestrian push poles to match Midtown standard.

Powdercoat Finish/Color:



EXHIBIT B

Construction Cost Estimate for Requested Improvements

Material	Quantity		Unit Cost	Total
		Unit		
Powder Coat Proposed Traffic Signal Poles and Arms (Black)	21.00	Each	\$1,414.34	\$29,701.14
Powder Coat Proposed Traffic Signal Pedestrian Poles (Black)	33.00	Each	\$150.00	\$4,950.00
				\$34,651.14

Labor	Quantity		Unit Cost	Total
		Unit		
Journeyman Electrician	0.000	Hr	\$30.00	\$0.00
Electrician's Apprentice	0.000	Hr	\$20.00	\$0.00
Construction Superintendent	0.000	Hr	\$50.00	\$0.00
Labor Burden (55%)				\$0.00
				\$0.00

Equipment	Quantity		Unit Cost	Total
		Unit		
Service Truck	0.000	Hr	\$24.64	\$0.00
Bucket Truck	0.000	Hr	\$43.08	\$0.00
Pole Trailer	0.000	Hr	\$11.55	\$0.00
Pole Truck	0.000	Hr	\$58.48	\$0.00
				\$0.00

Subcontractor	Quantity		Unit Cost	Total
		Unit		
				\$0.00
				\$0.00
				\$0.00

Totals

Material		\$34,651.14
Labor		\$0.00
Equipment		\$0.00
Transportation/Travel Time		\$0.00
Subtotal		\$34,651.14
OH/Profit	15%	\$5,197.67
Subcontractors		\$0.00
Overhead	5%	\$0.00
Bond Cost	0.00%	\$0.00
Total		\$39,848.81

LS