



**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 17, 2020 at 12:30 P.M.** To attend the Midtown Redevelopment Authority meeting via video communication please use the following URL: <https://midtownhouston.webex.com/midtownhouston/j.php?MTID=meaec1d0936fad0f17f2019bf92c911cc> or * dial **US Toll Free 1-844-992-4726**; when prompted enter access code **146 404 8185 #** and join as a participant to consider and take action upon the matters listed below. 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:

* In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended certain open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as the Authority and the Zone, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda. For an electronic copy of agenda documents, please refer to the following link: <https://midtownhouston.com/affiliated-organizations/mra/board/>.

AGENDA

1. Call to Order and Introduction of Guests.
2. Public Comment.
3. Consent Agenda for the Midtown Reinvestment Zone:
 - a. Minutes for November 19, 2020.
4. Consent Agenda for the Authority:
 - a. Minutes for November 19, 2020;
 - b. Monthly financial reports for November 30, 2020;
 - c. Invoices from Trustee and Operating Accounts for December 2020;

5. Investment Report Quarter Ending September 30, 2020.
6. Lease Relating to 402 and 410 Pierce Buildings.
7. Midtown Affordable Housing Program:
 - a. Affordable Housing Operations Center;
 - i. Change Orders;
 - b. Amended and Restated Affordable Housing Initiative Services Agreement;
 - c. Affordable Housing Development Update.
8. Midtown Capital Improvements Program:
 - a. Parks and Greenspace - Walter P Moore / Design Workshop
 - i. Bagby Park – Storage and Renovations
 1. Change Orders
 - b. Caroline Street Reconstruction – ESPA Corp/KCI
 - i. Change Orders
 - c. FTA Grant Program - The Goodman Corporation.
9. 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.

10. Adjourn.



Matt Thibodeaux

Executive Director MT/ks



midtown
HOUSTON

CONSENT AGENDA

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

November 19, 2020

A regular meeting of the Board of Directors (the “Board”) of Reinvestment Zone Number Two, City of Houston, Texas (the “Zone”) was held **Thursday, November 19, 2020 at 12:30 P.M.** via video and telephonic conferencing. 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	Donald Bond	7	Caton M. Fenz
3	Vacant	8	John Thomas
4	Michael Murphy	9	Zoe Middleton
5	Al Odom		

and all of the above were present except Director Thomas.

Also in attendance were Midtown Staff members: Matt Thibodeaux, Vernon Williams, Kandi Schramm, Todd Edwards, Theresa Gilmore, David Thomas, Madeline Pena, Marlon Marshall, Mark Sullivan, Cynthia Alvarado and Mechelle Phillips; Barron F. Wallace of Bracewell LLP; Peggy Foreman of Burney & Foreman; Algenita Davis and Angie Gomez of CCPPI; Rachel Ray, Bryan Lozano and Edwin Friedrichs of Walter P. Moore; Theola Petteway of the OST/Alameda Corridors Redevelopment Authority; Jeri Brooks and Ashley Small of One World Strategy Group; Ryan LaVasseur and Sam Dike of Rice Management Company; Roberta Burroughs of Roberta Burroughs & Associates; Sean Haley the Interim Executive Director of CCPPI; Charlotte Knight Marshall of TKG; Theodore Andrews of Third Ward CDC and other attendees - Ed Pettitt, Brian Van Tubergen, Bryson Grover, Allen Douglas, Dawn Malone, Willie Green, Deannea LeFlore, Robert Bradford, Kory Haywood, Alexandra Smither, Andrew Earles, Curtis Davis, Dean Liscum, Grace Rodriquez, Letha Allen, Monica Aizpurra, Nikki Knidgy, Uyiosa Elegon, Zion Escobar, Beverly Mims-Woods and Masha Dorsey-Outlaw. There were 61 attendees on the call; nine (9) of the attendees failed to introduce themselves and therefore their identities were unknown.

CONSENT AGENDA FOR THE MIDTOWN REINVESTMENT ZONE.

MINUTES FOR OCTOBER 29, 2020.

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

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

ADJOURNMENT

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

Caton Fenz, Assistant. Secretary

Date

DRAFT

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

November 19, 2020

A regular meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held via video and telephonic conferencing on Thursday, November 19, 2020 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
2	Donald Bond	7	Caton M. Fenz
3	Vacant	8	John Thomas
4	Michael F. Murphy	9	Zoe Middleton
5	Al Odom		

and all of the above were present except Director Thomas.

Also in attendance were Midtown Staff members: Matt Thibodeaux, Vernon Williams, Kandi Schramm, Todd Edwards, Theresa Gilmore, David Thomas, Madeline Pena, Marlon Marshall, Mark Sullivan, Cynthia Alvarado and Mechelle Phillips; Barron F. Wallace of Bracewell LLP; Peggy Foreman of Burney & Foreman; Algenita Davis and Angie Gomez of CCPPI; Rachel Ray, Bryan Lozano and Edwin Friedrichs of Walter P. Moore; Theola Petteway of the OST/Alameda Corridors Redevelopment Authority; Jeri Brooks and Ashley Small of One World Strategy Group; Ryan LaVasseur and Sam Dike of Rice Management Company; Roberta Burroughs of Roberta Burroughs & Associates; Sean Haley the Interim Executive Director of CCPPI; Charlotte Knight Marshall of TKG; Theodore Andrews of Third Ward CDC and other attendees - Ed Pettitt, Brian Van Tubergen, Bryson Grover, Allen Douglas, Dawn Malone, Willie Green, Deannea LeFlore, Robert Bradford, Kory Haywood, Alexandra Smither, Andrew Earles, Curtis Davis, Dean Liscum, Grace Rodriguez, Letha Allen, Monica Aizpurra, Nikki Knidgy, Uyiosa Elegon, Zion Escobar, Beverly Mims-Woods and Masha Dorsey-Outlaw. There were 61 attendees on the call; nine (9) of the attendees failed to introduce themselves and therefore their identities were unknown.

Chairman Odom called the meeting to order and welcomed the guests. He announced that the meeting was being recorded and stated that **“In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended certain open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as the Authority and the Zone, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda.”**

PUBLIC COMMENTS:

Ryan M. LaVasseur, Managing Director of Direct Real Estate for Rice Management Company and Sam Dike gave an update on construction of the Rice ION project.

Theodore Andrews a representative from Third Ward CDC expressed his group’s support for a Community Benefits Agreement.

Aris Brown and Kory Haywood residents of Third Ward spoke in favor of a Community Benefits Agreement.

Alexandra Smithers, an alumni of MMus Rice University MBus and University of Toronto expressed her opinion in favor of a Community Benefits Agreement being executed exclusively with Houston Coalition Economic Development (HCED).

Zion Escobar, Executive Director of Freedman's Town Conservancy spoke in support of community engagement with the Rice Ion project and her support for a Community Benefits Agreement.

CONSENT AGENDA FOR THE AUTHORITY:

MINUTES FOR OCTOBER 29, 2020;

MONTHLY FINANCIAL REPORTS FOR OCTOBER 31, 2020;

INVOICES FROM TRUSTEE AND OPERATING ACCOUNTS FOR NOVEMBER 2020;

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

MIDTOWN AFFORDABLE HOUSING PROGRAM:

AFFORDABLE HOUSING OPERATIONS CENTER;

Marlon Marshall reported on the construction of the Affordable Housing Operations Center. He stated that the Contractor is on track to complete the core and shell of the building by December 2020.

CHANGE ORDERS

Mr. Marshall reported that there were no Change Orders to be presented at this meeting.

CCPPI UPDATE/AGREEMENT;

Mr. Edwards introduced Sean Haley, the Interim Executive Director of CCPPI. Mr. Haley gave an overview of the Scope of Services to be performed by CCPPI noting that it would meet the needs and intent of the Midtown Redevelopment Authority's Affordable Housing Program. He stated that there were eight primary areas in the Scope of Services including more involvement with housing development and providing increased access to home ownership education for first time home buyers.

OFFER TO PURCHASE LAND RECEIVED FROM AGAPE HOMES CDC;

Peggy Foreman advised the Board that Agape Homes, CDC has expressed a desire to purchase the property located at 6421 Calhoun in zip code 77021. She reminded the Board that 6421 Calhoun was one of the lots included in a Grant Agreement with Agape Homes in May 2020, however Agape has determined that the property would be more suitable for a community use such as a park or community garden. Ms. Foreman explained that the property was purchased by MRA for use as affordable housing but that the Board could decide to sell the property at fair market value. Ms. Foreman reported that the Staff would work to obtain an appraisal from an independent 3rd party and bring the matter back to the Board for consideration. Ms. Foreman also reminded the Board that Agape Homes CDC has purchased several properties in the area and planned to build approximately 70 new construction homes.

AFFORDABLE HOUSING DEVELOPMENT UPDATE

Todd Edwards, Real Estate Asset Manager, gave an update regarding the sale of land to Cole Klein Builders LLC and Mayberry Homes, Inc. for construction of 9 and 15 affordable homes, respectively. Mr. Edwards

also reported on the recent MRA sponsored clean-up in the area east of Scott Street and stated that he is engaging with Rev. Davis, Pastor of a church in the area regarding hosting another cleanup and revitalizing their CDC to help improve conditions within their community.

MIDTOWN CAPITAL IMPROVEMENTS PROGRAM:

PARKS AND GREENSPACE - WALTER P MOORE / DESIGN WORKSHOP

BAGBY PARK – STORAGE AND RENOVATIONS

Mr. Marshall reported that the contractor and staff are addressing punch list items for the storage building and restrooms and scheduling an eveningtime inspection of the newly installed lighting. He further reported that the kiosk tenant is making changes to their design align more closely with the Midtown Park Conservancy’s programming usage of the park space.

CHANGE ORDERS

Mr. Marshall reported that there were no Change Orders to be presented at this meeting.

CAROLINE STREET RECONSTRUCTION – ESPA CORP/KCI

Mr. Marshall reported that the Contractor for the Caroline Street Reconstruction continues to work on the paving, sidewalks, streetscape improvements and the water lines and sanitary sewer installation. He reported that although the Contractor is making positive progress on the project, the Staff and consultants are continuing to strongly encourage TxDOT to speed up completion of the project.

CHANGE ORDERS

Mr. Marshall stated that there were no Change Orders to be presented at this meeting.

FTA GRANT PROGRAM - THE GOODMAN CORPORATION.

Mr. Marshall reported that Rice Management Company is still working with Staff and consultants on the Wheeler Street improvements.

OTHER BUSINESS

There being no further business, the meeting was adjourned.

Caton Fenz, Assistant Secretary

Date

Midtown Redevelopment Authority
Profit & Loss
 July through November 2020

Jul - Nov 20

Ordinary Income/Expense

Income

400000 · Revenue & Support	
400009 · City of Houston Tax Increment	2,668,848.08
400010 · HISD Tax Increment	1,578,090.68
400012 · HCC	1,670,587.00
400020 · Reimb Off Exp & Staff	295,872.75
400025 · Interest-Debt Service & Reserve	4,421.18
400026 · Interest-Other Bond Funds	5,182.75
400029 · Interest - Affordable Housing	6,929.59
400030 · Interest-Operating Funds	9,099.77
400032 · Other Revenue	0.70

Total 400000 · Revenue & Support	<u>6,239,032.50</u>
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Total Income	<u>6,239,032.50</u>
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Gross Profit	<u>6,239,032.50</u>
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Expense

500000 · BOND FUND EXPENSES	
500419 · Camden Int.	550,783.82
Total 500000 · BOND FUND EXPENSES	<u>550,783.82</u>

510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	24,343.75
510017 · T-0220 Drainage Fees	4,786.20
512001 · T-0220 Aff Hous Expense	1,029,447.29
512003 · Operations Center (3117 Emancipation Ave & 3112 St Charles St.)	7,888,282.81
Total 510008 · T-0220 Afford Housing Land Bnk	<u>8,946,860.05</u>

510019 · T-0214 Caroline St	573,201.85
510024 · T-0204 Infrastruc/Street Lights	628.96
510041 · CIP Program Expenses	30,770.00
510043 · T-0234 Parks & Open Space & Mob	35,693.46
510044 · T-0236 Bagby Park	231,630.78
510045 · T-0224 HTC I - Bldg Maintenance	9,491.44
510046 · T-0221 Midtown Pk	97,755.20
510048 · T-0240 Acquisitions Block 442	2,589.00
510050 · T-0210 Main Street Enhancements	1,865.00
510102 · HMAAC Interest Expense	14,571.77
510400 · KIOS at Bagby Park	17,000.00
510534 · T-0225 Mobility & Pedest Imprv	49,543.79
510700 · Municipal Services Costs	781,263.00
511000 · Legal	26,097.50

Total 510000 · INCREMENT PROJECTS/EXPENSE	<u>10,818,961.80</u>
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550000 · General & Admin. Expense	
550002 · Contract Labor	24,720.00
550003 · Rent Expense (Additional office space)	23,910.00
550004 · Salaries	
550014 · Health Insurance	49,677.40
550015 · AFLAC	1,290.36
550018 · Life Insurance	120.68
550004 · Salaries - Other	656,475.07
Total 550004 · Salaries	<u>707,563.51</u>

5500047 · Overtime	
550007 · Courier Service	3,221.53
550008 · Office Supply & Expense	1,611.65

Midtown Redevelopment Authority
Profit & Loss
 July through November 2020

Jul - Nov 20

550009 · Misc Exp	163.18
550010 · Telephone & Utilities	
550110 · Cellular Service	821.61
550113 · Drainage fee	2,178.06
550010 · Telephone & Utilities - Other	8,598.65
Total 550010 · Telephone & Utilities	<u>11,598.32</u>
550012 · Postage	290.35
550020 · Int Expense BBVA (Int Expense BBVA)	35,669.32
550022 · Bank Charges & Fees	11,771.04
550023 · Trust Expenses	8,835.80
550025 · Professional Services	38,361.23
550026 · Accounting Consultants	-7,125.00
550027 · Financial Audit (Audit Services)	37,000.00
550028 · Legal Consultants	97,451.93
550030 · Planning Consultants	225.00
550031 · HTC Bldg Maintenance	312.76
550032 · Engineering Consultants	3,231.25
550034 · Equip Rent & Lease Expense	3,981.02
550036 · Licenses & Fees	4.00
550037 · Workman's Comp Insurance	1,771.00
550038 · Insurance - All	102.00
550039 · Computers & Repairs & Maint	12,344.50
550044 · Payroll Expense & PR Tax Exp	
550045 · Payroll Fees	8,667.20
550047 · Soc Sec - Medicare	46,945.42
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	62,500.00
Total 550000 · General & Admin. Expense	<u>1,502,718.81</u>
550051 · Dep Exp - Midtown Park/Garage	154,032.64
600000 · Bond Related Expenses	
550055 · Amort Bond Prem	195,351.44
560038 · 11 Bond Series Interest Expense	25,866.68
560039 · 2013 Bond Series Int Expense	369,956.32
560040 · 2015 Bond Int Expense	130,379.16
560041 · 2017 Bond Int Expense	606,541.60
560042 · 2020 Bond Int Exp	171,266.76
Total 600000 · Bond Related Expenses	<u>1,108,659.08</u>
Total Expense	<u>14,135,156.15</u>
Net Ordinary Income	<u>-7,896,123.65</u>
Net Income	<u><u>-7,896,123.65</u></u>

Midtown Redevelopment Authority
 Balance Sheet
 As of November 30, 2020

Nov 30, 20

ASSETS

Current Assets

Checking/Savings

101001 · Wells Fargo Ope Acctg 64040	3,649,762.73
101002 · Infrastructure Projects 1731	952.55
101010 · WF Surplus Acct 63943	1,245.32
101020 · WF FTA Enhanced Path 63919	60.09
102200 · Logic Operating Account (Investment Account)	5,056,588.97
103200 · TexStar Operating Acct 1111	6,950.05
103600 · Wells Fargo Oper Inves 63901	730.92
103700 · WF Operating Saving 3215777180	45,322.44
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	1,046,001.78
104022 · WF Pilot Program 3935	344.25
104116 · TexStar Aff. Hsng MM 1800	2,014.28
104200 · Logic Affordable Housing (Investment Account)	892,407.20
1043000 · BBVA USA	1,084,379.29
Total 104000 · Affordable Housing Accounts	3,025,146.80
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	
105100 · Pledge Revenue Fund -422885	3,290,737.56
Total 105001 · Pledge Revenue Fund 422885	3,290,737.56
105002 · Debt Service Fund	
105200 · BNY-Debt Service Fund 422896	7,655,705.31
Total 105002 · Debt Service Fund	7,655,705.31
105003 · Reserve Fund 422897	
105302 · Reserve Fund Money Mkt 422897	45.06
105324 · TexStar Debt Res Fnd MM 1023 (Debt Reserve Fund)	7,429,312.21
Total 105003 · Reserve Fund 422897	7,429,357.27
105009 · Austin Park Maint. Fund 422919	
105901 · Austin Park Money Market Acct.	3,582.05
Total 105009 · Austin Park Maint. Fund 422919	3,582.05
107000 · BOND FUNDS	
107012 · BNY 443264 2011 Escrow	9.99
107018 · LOGIC 2017 PROJECT FUND (Trust Account 7487592004)	3,079,642.81
107019 · LOGIC 2017 AFFORDABLE HOUSING (Trust Account 7487592005)	775,684.72
Total 107000 · BOND FUNDS	3,855,337.52
Total 105000 · Trustee Investments	22,234,719.71
Total Checking/Savings	34,021,479.58

Accounts Receivable

170000 · Accounts Receivable	
170008 · KIOS	-6,400.00
170010 · Midtown Management District	277,957.17
170011 · Midtown Parks Conservancy	772,817.38
170020 · HX Houston Exponential AR	8,711.28
170021 · HTC BUILTOUT	338,285.67
170050 · MRA AHF	-0.40
170051 · Constuction and Repairs	2,668,848.08
170060 · Fourth Ward Redevelopment Autho (Expense Reimbursement)	9,020.12
Total 170000 · Accounts Receivable	4,069,239.30
Total Accounts Receivable	4,069,239.30

Total Current Assets

38,090,718.88

Fixed Assets

Midtown Redevelopment Authority
Balance Sheet
As of November 30, 2020

Nov 30, 20

150000 · Fixed Assets

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	-2,334,304.51
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-2,005,863.56
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,340,548.83
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	-67,739.30
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	4,598,895.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-1,309,277.48
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	21,795,617.52
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-1,909,455.04
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	17,185,097.96
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	113,550.45
150804 · Affordable Housing Misc	752,799.46
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) (Land purchase for resale) - Other	45,992,844.13
Total 150080 · Land (Resale) (Land purchase for resale)	47,033,330.50
150080A · Land Held for Resale	1,999,033.00
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-459,424.50
150100 · 2800 MAIN	317,069.93
Total 150000 · Fixed Assets	109,147,168.97

Total Fixed Assets

TOTAL ASSETS

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

200000 · Accounts Payable

124,269.32

Total Accounts Payable

124,269.32

Other Current Liabilities

Midtown Redevelopment Authority
 Balance Sheet
 As of November 30, 2020

	Nov 30, 20
200001 · Current Liabilities	
200005 · Accrued Expenses	2,290.26
201000 · Operating Account Liabilities	-3,432.48
201001 · MIDCORP Kios	24,454.84
202000 · Project Fund Liabilities	18,578.35
204000 · HMAAC NOTE - CURRENT	102,902.00
2103008 · CRI Current Camden	-0.32
200001 · Current Liabilities - Other	13,800.00
	158,592.65
Total 200001 · Current Liabilities	158,592.65
2030112 · BBVA Taxable Loan	9,206,562.50
2030113 · BBVA LOAN TAX EXEMPT	4,790,000.00
2103007 · Developer Advances Midtown Park	7,870,302.00
25000 · Retainage Payable (Retainage)	940,796.98
Total Other Current Liabilities	22,966,254.13
Total Current Liabilities	23,090,523.45
Long Term Liabilities	
210000 · Long Term Liabilities	
210044 · Bonds Payable Series 2011	1,940,000.00
210047 · Bonds Payable Series '13	21,990,000.00
210049 · Bond Payable Series '15	9,845,000.00
210050 · Bond Payable Series 2017	37,060,000.00
210053 · Accrued Bond Int 2015 series	130,379.16
210055 · Accrued Bond Interest 13 Series	369,956.32
210056 · Accrued Bond Interest Series 11	25,866.68
210058 · Series 2013 BOND PREMIUM	969,821.49
210059 · Series 2015 Bond Prem	566,263.04
210060 · Accrued Bond Interst 2017	171,266.76
210061 · Series 2017 Bond Premium	3,531,508.45
210062 · Accrued Bond Interest Series 17	606,541.60
210063 · Series 2020 Bond Premium	2,027,333.90
210064 · Bonds Payable Series 2020	11,085,000.00
2103000 · LOANS	
2103003 · HMAAC LOAN REFINANCED	769,011.77
2103005 · Camden Note Payable Current	-1,445,404.24
	-676,392.47
Total 2103000 · LOANS	-676,392.47
Total 210000 · Long Term Liabilities	89,642,544.93
Total Long Term Liabilities	89,642,544.93
Total Liabilities	112,733,068.38
Equity	
1110 · Retained Earnings (Retained Earnings)	42,400,943.12
Net Income	-7,896,123.65
Total Equity	34,504,819.47
TOTAL LIABILITIES & EQUITY	147,237,887.85

Midtown Redevelopment Authority
Trial Balance

As of November 30, 2020

Nov 30, 20

	Debit	Credit
101001 · Wells Fargo Ope Acctg 64040	3,649,762.73	
101002 · Infrastructure Projects 1731	952.55	
101010 · WF Surplus Acct 63943	1,245.32	
101020 · WF FTA Enhanced Path 63919	60.09	
102200 · Logic Operating Account	5,056,588.97	
103200 · TexStar Operating Acct 1111	6,950.05	
103600 · Wells Fargo Oper Inves 63901	730.92	
103700 · WF Operating Saving 3215777180	45,322.44	
104021 · WF Afford Hous 3927	1,046,001.78	
104022 · WF Pilot Program 3935	344.25	
104116 · TexStar Aff. Hsng MM 1800	2,014.28	
104200 · Logic Affordable Housing	892,407.20	
1043000 · BBVA USA	1,084,379.29	
105100 · Pledge Revenue Fund -422885	3,290,737.56	
105200 · BNY-Debt Service Fund 422896	7,655,705.31	
105302 · Reserve Fund Money Mkt 422897	45.06	
105324 · TexStar Debt Res Fnd MM 1023	7,429,312.21	
105901 · Austin Park Money Market Acct.	3,582.05	
107012 · BNY 443264 2011 Escrow	9.99	
107018 · LOGIC 2017 PROJECT FUND	3,079,642.81	
107019 · LOGIC 2017 AFFORDABLE HOUSING	775,684.72	
170008 · KIOS		6,400.00
170010 · Midtown Management District	277,957.17	
170011 · Midtown Parks Conservancy	772,817.38	
170020 · HX Houston Exponential AR	8,711.28	
170021 · HTC BUILTOUT	338,285.67	
170050 · MRA AHF		0.40
170051 · Constuction and Repairs	2,668,848.08	
170060 · Fourth Ward Redevelopment Autho	9,020.12	
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		2,334,304.51
150065 · Land - HTC Phase II	697,219.00	
150066 · Houston Tech Center II	2,816,117.96	
150067 · Accum.Deprec. HTC Phase I		2,005,863.56
150069 · Land - Bagby Park	1,318,870.15	
150070 · BagbyPark	2,453,218.83	
150071 · Accum.Deprec. BagbyPark		1,340,548.83

Midtown Redevelopment Authority
Trial Balance

As of November 30, 2020

Nov 30, 20

	Debit	Credit
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		67,739.30
150078A · Midtown (Superblock) Garage	13,784.20	
150078B · Midtown (Superblockj) Park	4,598,895.40	
150078C · Midtown Garage - Depreciable As	23,104,895.00	
1500781 · Acc Depre - Midtown Garage		1,309,277.48
150078D · Midtown Park - Depreciable Asse	19,094,553.00	
1500782 · Acc Depre Mldtown Park		1,909,455.04
150079B · Works of Art - Donated	725,778.00	
150080 · Land (Resale)	45,992,844.13	
150081 · Earnest Money	36,686.18	
150082 · Option Fees	10,700.00	
150803 · Affordable Housing Legal	113,550.45	
150804 · Affordable Housing Misc	752,799.46	
150805 · AFFORD HOUS GRANTS	126,750.28	
150080A · Land Held for Resale	1,999,033.00	
150089 · Land HMAAC (Land)	1,206,150.00	
150090 · HMAAC Property	918,850.00	
150091 · Accum Depr HMAAC		459,424.50
150100 · 2800 MAIN	317,069.93	
200000 · Accounts Payable		124,269.32
200001 · Current Liabilities		13,800.00
200005 · Accrued Expenses		2,290.26
201000 · Operating Account Liabilities	3,432.48	
201001 · MIDCORP Kios		24,454.84
202000 · Project Fund Liabilities		18,578.35
204000 · HMAAC NOTE - CURRENT		102,902.00
2103008 · CRI Current Camden	0.32	
2030112 · BBVA Taxable Loan		9,206,562.50
2030113 · BBVA LOAN TAX EXEMPT		4,790,000.00
2103007 · Developer Advances Midtown Park		7,870,302.00
25000 · Retainage Payable		940,796.98
210044 · Bonds Payable Series 2011		1,940,000.00
210047 · Bonds Payabe Series '13		21,990,000.00
210049 · Bond Payable Series '15		9,845,000.00
210050 · Bond Payable Series 2017		37,060,000.00
210053 · Accrued Bond Int 2015 series		130,379.16
210055 · Accrued Bond Interest 13 Series		369,956.32
210056 · Accrued Bond Interest Series 11		25,866.68
210058 · Series 2013 BOND PREMIUM		969,821.49
210059 · Series 2015 Bond Prem		566,263.04
210060 · Accrued Bond Interst 2017		171,266.76
210061 · Series 2017 Bond Premium		3,531,508.45

Midtown Redevelopment Authority

Trial Balance

As of November 30, 2020

Nov 30, 20

	Debit	Credit
210062 · Accrued Bond Interest Series 17		606,541.60
210063 · Series 2020 Bond Premium		2,027,333.90
210064 · Bonds Payable Series 2020		11,085,000.00
2103003 · HMAAC LOAN REFINANCED		769,011.77
2103005 · Camden Note Payable Current	1,445,404.24	
1110 · Retained Earnings		42,400,943.12
400009 · City of Houston Tax Increment		2,668,848.08
400010 · HISD Tax Increment		1,578,090.68
400012 · HCC		1,670,587.00
400020 · Reimb Off Exp & Staff		295,872.75
400025 · Interest-Debt Service & Reserve		4,421.18
400026 · Interest-Other Bond Funds		5,182.75
400029 · Interest - Affordable Housing		6,929.59
400030 · Interest-Operating Funds		9,099.77
400032 · Other Revenue		0.70
500419 · Camden Int.	550,783.82	
510013 · T-0220 Affordable Housing Legal	24,343.75	
510017 · T-0220 Drainage Fees	4,786.20	
512001 · T-0220 Aff Hous Expense	1,029,447.29	
512003 · Operations Center	7,888,282.81	
510019 · T-0214 Caroline St	573,201.85	
510024 · T-0204 Infrastruc/Street Lights	628.96	
510041 · CIP Program Expenses	30,770.00	
510043 · T-0234 Parks & Open Space & Mob	35,693.46	
510044 · T-0236 Bagby Park	231,630.78	
510045 · T-0224 HTC I - Bldg Maintenance	9,491.44	
510046 · T-0221 Midtown Pk	97,755.20	
510048 · T-0240 Acquisitions Block 442	2,589.00	
510050 · T-0210 Main Street Enhancements	1,865.00	
510102 · HMAAC Interest Expense	14,571.77	
510400 · KIOS at Bagby Park	17,000.00	
510534 · T-0225 Mobility & Pedest Imprv	49,543.79	
510700 · Municipal Services Costs	781,263.00	
511000 · Legal	26,097.50	
550002 · Contract Labor	24,720.00	
550003 · Rent Expense	23,910.00	
550004 · Salaries	656,475.07	
550014 · Health Insruance	49,677.40	
550015 · AFLAC	1,290.36	
550018 · Life Insurance	120.68	
550007 · Courier Service	3,221.53	
550008 · Office Supply & Expense	1,611.65	
550009 · Misc Exp	163.18	
550010 · Telephone & Utilities	8,598.65	

Midtown Redevelopment Authority
Trial Balance

As of November 30, 2020

Nov 30, 20

	Debit	Credit
550110 · Cellular Service	821.61	
550113 · Drainage fee	2,178.06	
550012 · Postage	290.35	
550020 · Int Expense BBVA	35,669.32	
550022 · Bank Charges & Fees	11,771.04	
550023 · Trust Expenses	8,835.80	
550025 · Professional Services	38,361.23	
550026 · Accounting Consultants		7,125.00
550027 · Financial Audit	37,000.00	
550028 · Legal Consultants	97,451.93	
550030 · Planning Consultants	225.00	
550031 · HTC Bldg Maintenance	312.76	
550032 · Engineering Consultants	3,231.25	
550034 · Equip Rent & Lease Expense	3,981.02	
550036 · Licenses & Fees	4.00	
550037 · Workman's Comp Insurance	1,771.00	
550038 · Insurance - All	102.00	
550039 · Computers & Repairs & Maint	12,344.50	
550045 · Payroll Fees	8,667.20	
550047 · Soc Sec - Medicare	46,945.42	
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	62,500.00	
550051 · Dep Exp - Midtown Park/Garage	154,032.64	
550055 · Amort Bond Prem		195,351.44
560038 · 11 Bond Series Interest Expense	25,866.68	
560039 · 2013 Bond Series Int Expense	369,956.32	
560040 · 2015 Bond Int Expense	130,379.16	
560041 · 2017 Bond Int Expense	606,541.60	
560042 · 2020 Bond Int Exp	171,266.76	
TOTAL	<u><u>172,515,749.57</u></u>	<u><u>172,515,749.57</u></u>

MIDTOWN REDEVELOPMENT AUTHORITY

MRA Bank & Fund Balances
December 31, 2020

	COMMITTED	ASSIGNED	Sub totals	Totals
Chase Operating Account 5400488528	-	-	-	-
Wells Fargo Checking 64040 Admin	3,511,913.77	-	3,511,913.77	3,511,913.77
Midtown Park T-0221	0.00	-	-	-
WF Checking (Operating Zone T-0207)	-	-	-	-
WF FTA Grant Enhanced Pathways 63919 (T-222) FY13	60.09	-	60.09	60.09
Logic Operating Account	-	-	-	-
Logic Operating Money Market	5,056,588.97	-	5,056,588.97	5,056,588.97
				5,056,588.97
WF Infrastructure and Project Fund (Midtown Park T-0221) 1731	952.55	-	952.55	952.55
WF Infrastructure and Project Fund (Main Street T-0210)	-	-	-	-
			952.55	952.55
WF Operating Investment Account 63901	730.92	-	730.92	730.92
Wells Fargo .4% Savings Account 3215777180 (HTC T-0224)	45,322.44	-	45,322.44	45,322.44
TexSTAR Operating Money Market -Parks/Open Space T-0234	-	-	-	-
TexSTAR Operating Money Market	6,950.05	-	6,950.05	6,950.05
Total Operating Investments				6,950.05
Affordable Housing				
WF Affordable Housing Revenue Account 63927	237,309.86	-	237,309.86	237,309.86
WF Affordable Housing Revenue Account	344.28	-	344.28	344.28
TexSTAR Affordable Housing- Money Market Fund	2,014.28	-	2,014.28	2,014.28
Logic Affordable Housing	292,407.20	-	292,407.20	292,407.20
BBVA USA	1,084,379.29	-	1,084,379.29	1,084,379.29
Total Affordable Housing Accounts			1,616,454.88	1,616,454.88
Other JPMorganChase Accounts				
WF Surplus Account No. 63943	3,235,870.00	-	3,235,870.00	3,235,870.00
WF Tax Increment Revenue	-	-	-	-
Total Other Accounts	3,235,870.00	-	3,235,870.00	3,235,870.00
Total Operating Funds & Investments				13,474,843.67
Trustee Investments (Bond Funds)				
BANK OF NEW YORK				
422885 TICR 98 Pledge Reserve	56,112.88	-	56,112.88	56,112.88
422896 TICR 98Debt Service Fund - 677 US Treasury Money Market Fund	7,655,705.31	-	7,655,705.31	7,655,705.31
422896 Debit Service	-	-	-	-
Total Debt Service Funds			7,655,705.31	7,655,705.31
Reserve Fund Money Mkt 422897	-	-	-	-
422897 TICR 98 Reserve Fund TICR 98 - 677 US Treasury Money Market Fund	45.06	-	45.06	45.06
Reserve Fund -TexSTAR Money Market Fund	7,429,312.21	-	7,429,312.21	7,429,312.21
Total Reserve Funds			7,429,357.27	7,429,357.27
422919 Austin Park Maint. - 677 US Treasury Money Market Fund	3,582.05	-	3,582.05	3,582.05
Total Austin Park Maintenance Funds			3,582.05	3,582.05
422913 BKNY Mellon Project COI	-	-	-	-
LOGIC 2017 Aff Hou Funds	0.00	-	0.00	0.00
Total Affordable Housing Funds			-	-
2013 Aff Hous 693802	-	-	-	-
2013 Project 693803	-	-	-	-
LOGIC Project Fund 2017 Series US Treasury Money Market				
LOGIC Project Fund 2017	3,079,642.81	-	3,079,642.81	3,079,642.81
			3,079,642.81	3,079,642.81
443264 2011 Escrow 1998 2001	9.99	-	9.99	9.99
9379338400 2017 ESCROW	-	-	-	-
BNY Series 2013 Escrow 693801	-	-	-	-
Total Trustee Investments (Bond Funds)				18,224,410.31
TOTAL ALL FUNDS & INVESTMENTS				31,699,253.98

WF Operating Account 4040

December 2020

Type	Date	Num	Name	Memo	Amount
101001 - Wells Fargo Ope Acctg 64040					
Bill Pmt -Check	12/01/2020	9739	HX Houston Exponential	DECEMBER 2020 Rent	7,645.00
Bill Pmt -Check	12/01/2020	9742	Equi-Tax, Inc.	MontlyConsultation Service fee peere contract	500.00
Bill Pmt -Check	12/01/2020	9744	Jerdon Enterprises, L.P.	Bagby Park Storage Building and Renovations OCTC	27,828.90
Check	12/07/2020	9745	Jalisa Hurst	Fed Ex Shipment to NO LA	31.93
Bill Pmt -Check	12/17/2020	9747	Bee-Line Delivery Service, Inc.	Courier Services	316.72
Bill Pmt -Check	12/17/2020	9748	Bracewell LLP	Legal Services	64,236.25
Bill Pmt -Check	12/17/2020	9749	Burney & Foreman	Legal Services	9,000.00
Bill Pmt -Check	12/17/2020	9751	One World Strategy Group, LLC	Public Service	12,500.00
Bill Pmt -Check	12/17/2020	9752	Pitney Bowes Global Financial Services LL	Lease Equipment	163.20
Bill Pmt -Check	12/17/2020	9753	ThyssenKrupp Elevator	Elevator Service	1,616.65
Bill Pmt -Check	12/17/2020	9754	TLC Engineering, Inc.	CAROLINE ST PROJECT 10050	16,432.50
Bill Pmt -Check	12/17/2020	9755	Walter P. Moore	M031502808 BAGBY PARK RESTROOM	2,693.75
Bill Pmt -Check	12/17/2020	9756	WILLIAMS SCOTSMAN, INC	40x8 Container 12-01-2020 thru 12-31-2020	226.32
Bill Pmt -Check	12/17/2020	9757	KTL Systems	Cisco Meraki/Ubiquiti Network Assessment	1,950.00
Bill Pmt -Check	12/17/2020	9758	Bracewell LLP	Legal Services	13,752.50
Bill Pmt -Check	12/17/2020	9759	Goode Systems & Consulting, Inc.	IT Managed Service Agreement	1,786.00
Bill Pmt -Check	12/17/2020	9760	NEVA Corporation	Monthly Maintenance HVAC	416.67
Bill Pmt -Check	12/17/2020	9761	NEVA Corporation	Monthly Maintenance HVAC	583.33
Bill Pmt -Check	12/17/2020	9764	IDS Engineering Group	Project 117400513	9,807.75
					171,487.47

WF Afford Hous 3927

December 2020

Type	Date	Num	Name	Memo	Amount
	12/17/2020	12/17/2020	3605 American Fence Company	Fence rental U29719 210 ft	90.00
	12/17/2020	12/17/2020	3606 Bracewell LLP	Legal Services	19,595.92
	12/17/2020	12/17/2020	3607 Burney & Foreman	Legal Services	13,500.00
	12/17/2020	12/17/2020	3608 CCPI	Affordable Housing Initiative Services 2020	91,666.67
	12/17/2020	12/17/2020	3609 Roberta F. Burroughs & Associates	Project: Midtown Affordable Housing Plan - Implementatic	14,000.00
	12/17/2020	12/17/2020	3610 TLC Engineering, Inc.	MIDTOWN AFFORDABLE HOUSING	14,375.00
	12/17/2020	12/17/2020	3611 TransTeQ	VOID	0.00
	12/17/2020	12/17/2020	3612 Bracewell LLP	Legal Services	12,018.75
	12/17/2020	12/17/2020	3613 CORTEZ LANDSCAPING, LLC	Landscape Services	142,771.31
	12/17/2020	12/17/2020	3614 TransTeQ	LAWN AND LANDSCAPING SERVICE	28,118.56
	12/17/2020	12/17/2020	3615 ALL-TERRA ENGINEERING, INC	Affordable Housing Initiative Services 2020	3,172.00
	12/17/2020	12/17/2020	3616 Kirksey Architecture	Project 2017045 CCPI Third Ward Building NOVEMBER	4,636.35
	12/17/2020	12/17/2020	3661 Arch-Con Corporation	Project: 1905004 NOVEMBER 2020	<u>1,027,673.64</u>

Midtown Redevelopment Authority
 Bond & Project Fund Expenses & Balances
 Thursday, December 31, 2020

Trustee Investments (Bond Funds)	Beginning Balance	Chase	BKNY MELLON	WELLS FARGO	TexSTAR/LOGIC	Ending Balance
422885 Pledge Reserve Funds 422896	3,290,737.56					3,290,737.56
422896 Debt Service US Treasury Money Market Funds	7,655,705.31					7,655,705.31
422897 Reserve Fund Money Mkt	45.06					45.06
105324 · TexStar Debt Res Fnd MM 1023 (Debt Reserve Fur	7,429,312.21					7,429,312.21
422919 Austin Park Maint.(2001 Series) US Treasury Mon	3,582.05					3,582.05
LOGIC 2017 AFFORDABLE HOUSING (Trust Account)	775,684.72		775,684.72			0.00
2013 Aff Hous 693802 REQ 160		775,684.72				
WIRED TO WF 3927		775,364.00				320.72
LOGIC 2017 Project Funds	3,079,642.81					3,079,642.81
443264 2011 Escrow 1998 2001	9.99					9.99
						21,459,355.71

TOTALS

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midtown
HOUSTON

INVESTMENT REPORT

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MIDTOWN REDEVELOPMENT AUTHORITY
INVESTMENT REPORT

FY2021

April May June 2020

NAME OF FUND	BEGINNING BOOK VALUE	CHANGES	SALES & REDEMPTIONS	INCOME RECEIVED THIS PERIOD	INCOME RECEIVED TO DATE	ENDING BOOK VALUE	ENDING MARKET VALUE	MATURIT Y VALUE	YIELD
WF 64040	17,161.02	10,283,185.53	15,061,918.02	2,129.35	2,129.35	4,798,022.86	4,798,022.86		0.1600%
WF Infrastructure Projects 1731	951.91			0.38	0.38	952.29	952.29		0.1567%
WF Surplus 63943	1,484.42	10,512,838.84	10,512,838.84	60.57	60.57	1,244.99	1,244.99		0.1600%
WF FTA 63919	60.04			0.03	0.03	60.07	60.07		0.2000%
LOGIC Operating	3,100,875.33	1,050,000.00	3,000,000.00	4,241.06	4,241.06	5,055,116.41	5,055,116.41		0.3307%
TexSTAR Operating Account	6,943.04			5.85	5.85	6,948.89	6,948.89		0.1662%
WF Investment Acct 63901	730.43			0.30	0.30	730.73	730.73		0.1633%
WF OPR SAV ACCT 77180	45,320.54			1.14	1.14	45,321.68	45,321.68		0.0100%
TOTAL OPERATING FUNDS	3,173,226.75	21,846,024.37	28,574,756.86	6,438.68	6,438.68	9,908,397.92	9,908,397.92	0.00	
ACCT. 36024024 AFFORDABLE HOUSING									
WF Affordable Housing 3927	302,694.76	3,588,690.06	6,670,802.68	293.77	293.77	3,385,201.15	3,385,201.15		0.1600%
WF Pilot Program 3935	344.02			0.14	0.14	344.16	344.16		0.1633%
TOTAL DDA	303,038.78	3,588,590.06	6,670,802.68	293.91	293.91	3,385,545.31	3,385,545.31		
TEXSTAR AFF HOUS	2,012.98			0.89	0.89	2,013.87	2,013.87		0.1662%
LOGIC AFF HOUS	2,740,315.23	1,850,000.00		1,832.10	1,832.10	892,147.33	892,147.33		0.3307%
BBVA AFFORD HOUSE	1,389,132.33	3,859,637.74	3,580,085.09	1,048.36	1,048.36	1,110,628.04	1,110,628.04		0.3000%
TOTAL AFFORDABLE HOUSING	4,434,499.32	5,709,637.74	3,580,085.09	3,175.26	3,175.26	5,390,334.55	5,390,334.55	0.00	0.00
0.00									
422885 PLEDGE REVENUE									
677 FUND US TREASURY MM	3,222,879.46	13,707,712.12	10,526,891.96	0.00	0.00	42,059.30	42,059.30		0.0000%
TOTAL PLEDGE REVENUE	3,222,879.46	13,707,712.12	10,526,891.96	0.00	0.00	42,059.30	42,059.30	0.00	
422896 DEBT SERVICE FUND									
Debit Service	9,472,129.07	1,846,119.51	29,695.75			7,655,705.31	7,655,705.31	0.00	0.0000%
TOTAL DEBT SERV FUND	9,472,129.07	0.00	0.00	0.00	0.00	7,655,705.31	7,655,705.31	0.00	
422897 RESERVE FUND									
Debit Service	45.05	29,695.75	29,695.75			45.05	45.05		0.0000%
TexSTAR Debt Ser Money Market	7,454,586.79	29,695.75		3,119.20	3,119.20	7,428,010.24	7,428,010.24		0.1662%
TOTAL RESERVE FUND	7,454,631.84	59,391.50	29,695.75	3,119.20	3,119.20	7,428,055.29	7,428,055.29	0.00	
ESCROW									
443264 2011 Escrow 1998 2001	9.99					9.99	9.99		0.0000%
TOTAL ESCROW	9.99			0.00	0.00	9.99	9.99	0.00	
422919 AUSTIN PARK									
677 FUND US TREASURY MM	3,582.05					3,582.05	3,582.05		0.0000%
TOTAL AUSTIN MAINT. FUND	3,582.05	0.00	0.00	0.00	0.00	3,582.05	3,582.05	-	
AFFORD. HOUSING									
693802 AFF HOUS FUND 2013	146,133.25					146,133.25	146,133.25		0.0000%
Logic Affordable Housing 2017	1,907,408.52			1,702.65	1,702.65	1,909,111.17	1,909,111.17		0.3307%
TOTAL AFFORD. HOUSING 2011	2,053,541.77	0.00	0.00	1,702.65	1,702.65	2,055,244.42	2,055,244.42		
937932 PROJECT FUND									
697932 PROJECT FUND 2017						-	-		
LOGIC 2017 PROJECT	5,070,648.12			4,238.51	4,238.51	5,074,886.63	5,074,886.63		0.3307%
TOTAL PROJECT FUND	5,070,648.12	0.00	0.00	4,238.51	4,238.51	5,074,886.63	5,074,886.63	0.00	0.00
TOTAL INVESTMENTS	34,885,148.37	0.00	41,322,765.73	42,711,429.66	18,674.30	37,558,275.46	37,558,275.46		



midtown
HOUSTON

November 16, 2020

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, 2020

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 0.166233%

The average yield from Logic Money Market Accounts for this quarter is 0.3307%

The average yield from Wells Fargo interest earning accounts is 0.1262496%

The average yield from BBVA interest account is 0.3000%

The total amount of interest earned for this quarter is \$18,674.30

The total average yield on seventeen interest bearing accounts is 0.2059%

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,

Theresa D. Gilmore
Financial Accounts Manager

cc: Carr, Riggs & Ingram (CRI)



midtown
HOUSTON

November 16, 2020

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

Re: Investment Report – Quarter Ending September 30, 2020

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 4th 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,

Matt Thibodeaux
Executive Director

cc: Carr, Riggs & Ingram (CRI)



midtown
HOUSTON

AFFORDABLE HOUSING

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AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i>	AGREEMENT INFORMATION:	AMENDMENT INFORMATION:
CCPPI Administrative Operations Building and Garage and Affordable Housing Operations (OPS) Residential Units segment of the OPS Center. 3131 Emancipation Avenue Houston, Texas 77004	Date: 6/1/18	Amendment Number: 008 Date: 15 December 2020
OWNER: <i>(name and address)</i> Center for Civic and Public Policy Improvement, Inc 5445 Alameda Road, Suite 501D Houston, Texas 77004	ARCHITECT: <i>(name and address)</i> Kirksey Architects, Inc. d/b/a Kirksey 6909 Portwest Drive. Houston, Texas 77024	

The Owner and Architect amend the Agreement as follows:

Provide interior design services for all of Level 2 and a portion on Level 5. There will be a total of 4 suites. Services will include programming, schematic design, design developmet, construction administration, permitting and bidding, FFE and signage/graphics.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Test Fits	\$2,210.55
Programming	\$8,842.20
Schematic Design	\$12,526.45
Design Development	\$17,684.40
Construction Documents	\$40,526.75
Bidding/Permitting	\$7,368.50
Construction Administration	\$40,526.75
Architectural Fee Total	\$129,685.60

FFE	\$20,000.00	
Signage	\$3,000.00	
Graphics (custom film or wallcovering)		\$10,000.00
MEP estimate	\$40,000.00	

Grand Total \$202,685.60

*these are not to exceed fees until the plan is defined

Schedule Adjustment:

Test Fits	1 week
Programming	2 weeks
Schematic Design	4 weeks
Design Development	6 weeks
Construction Documents	8 weeks
Bidding/Permitting	8 weeks
Construction Administration	18 weeks

SIGNATURES:

Kirksey Architects, Inc. d/b/a Kirksey
ARCHITECT (*Firm name*)

OWNER (*Firm name*)

SIGNATURE

Melissa O'Neil, AIA; Vice President

PRINTED NAME AND TITLE

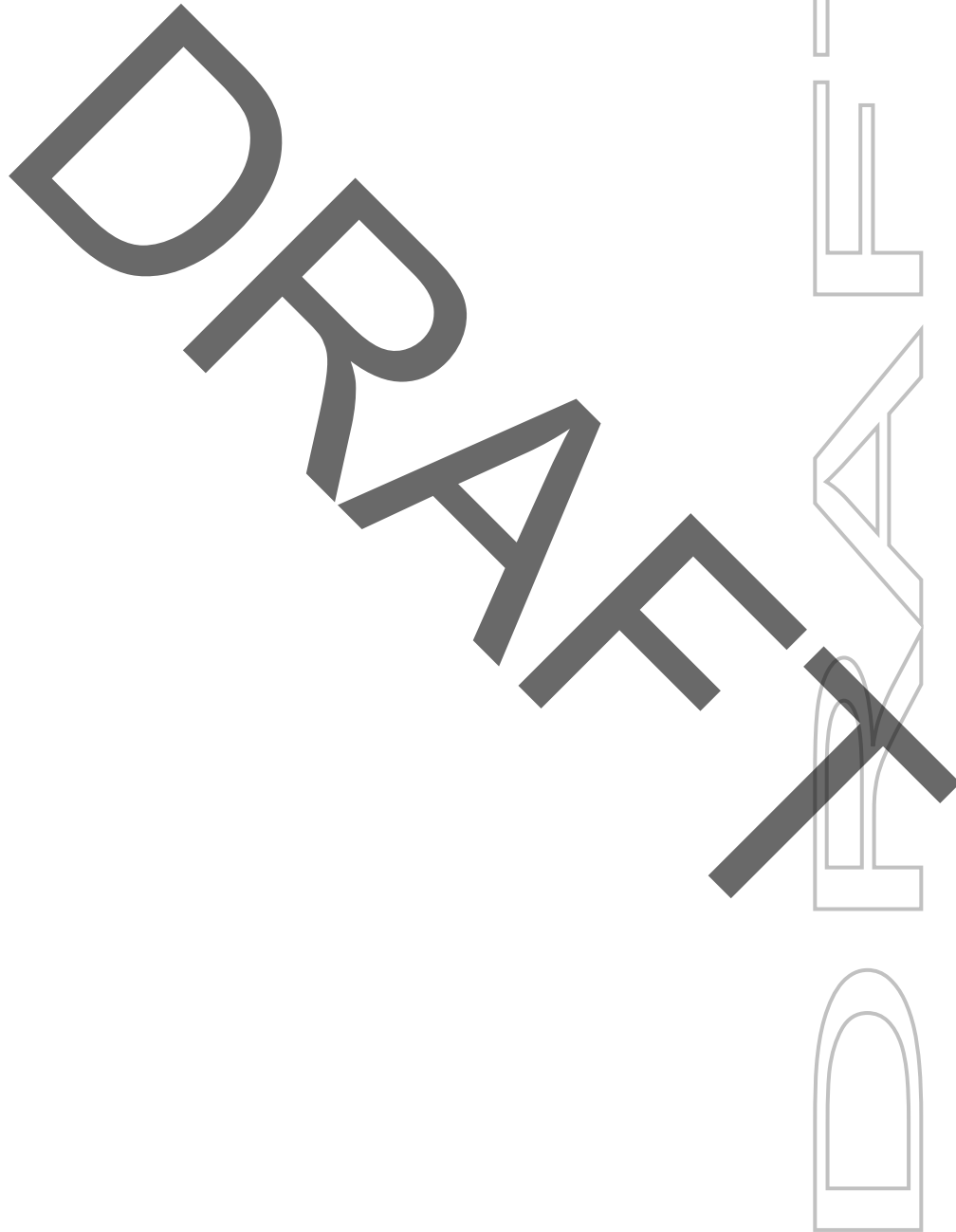
15 December 2020

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



CLIENT Midtown Redevelopment Authority
PROJECT Emancipation Center Interiors
KIRKSEY PROJECT # 2020240

proposal

This Proposal is by and between Kirksey Architects, Inc. d/b/a Kirksey ("Architect") and Client. Client wishes to retain Kirksey to provide services in connection with the Project described as follows:

Provide full interior design services for 4 suites on part of level 5 and all of level 2 in the Emancipation Center in Houston, Texas.

1 SERVICES

The specific Basic Services proposed by the Architect and the initial assumptions made with respect to the provision of such services are described in the **Scope of Services** attachment. Additional or specifically excluded services may also be described in the **Scope of Services** and the **Terms and Conditions**.

2 COMPENSATION AND PAYMENT

The consideration payable to the Architect for the Architect's services and reimbursable expenses and the times and method of payment are set forth in the **Compensation** attachment and the **Terms and Conditions** attachment.

3 SCHEDULE OF SERVICES

The schedule for performance of the Architect's services is set forth in the **Schedule** attachment and the **Terms and Conditions** attachment.

4 TERMS AND CONDITIONS OF SERVICE

Other terms and conditions of service are set forth in the **Terms and Conditions** attachment.

Upon execution, the Architect is authorized to proceed with services under the terms, conditions, and parameters contained herein. This Proposal may be amended only in writing with the signature of both parties, although the parties acknowledge that these terms, conditions, and parameters may later be converted to an appropriate AIA form agreement or other document.

KIRKSEY ARCHITECTS, INC.

By: Melissa O'Neil, AIA
Title: Vice President
Date: 12/15/2020

MIDTOWN REDEVELOPMENT AUTHORITY

By:
Title:
Date:

1 GENERAL

The specific Basic Services to be provided by the Architect, and the initial assumptions made with respect to the provision of such services, are described below. Services not identified as Basic Services constitute Additional Services for which additional compensation may be due.

2 BASIC SERVICES

The Architect's Basic Services consist of those described herein and include services of the following consultants:

Mechanical, Electrical & Plumbing Engineer allowance has been established – final choice to be made by entire team.

The Basic Services to be provided by each consultant, including site visits, shall be as stated in the consultant proposals.

2.1 PROGRAMMING PHASE SERVICES

2.1.1 The Architect shall consult with the Client regarding the Client's goals and objectives for the Project. The Architect shall consider the various operational functions and the Client's personnel, space, and equipment requirements to develop a general understanding of the Client's needs, both short and long-term, for the Project. The Architect shall thereafter prepare a Program containing the Architect's observations and recommendations with respect to the Project, which shall be submitted to the Client for the Client's written approval.

2.2 SCHEMATIC DESIGN PHASE SERVICES

2.2.1 The Architect shall confer with the Client regarding project needs and goals. The Architect shall also coordinate with the Client's consultants as reasonably needed to determine special equipment, cabling, and IT/AV requirements. Based upon the agreed-upon requirements, the Architect shall prepare a preliminary schematic floor plan indicating wall, door, and furniture locations and submit the preliminary schematic floor plan to the Client for review. The Architect shall perform minor revisions on the preliminary plan as Basic Services, while major revisions shall be performed as Additional Services. For the purposes of this Section, minor revisions are those that do not involve a change in the programmed requirements or the definition of the space. The Architect will attend weekly project meetings during this Phase and document the results. The Architect shall then submit the revised, if applicable, Schematic Design Documents to the Client for the Client's written approval.

2.3 DESIGN DEVELOPMENT PHASE SERVICES

2.3.1 Based upon the approved Schematic Design Documents, the Architect shall develop two conceptual interior finish palettes and design drawings that will be presented to the Client for review and selection. The Architect shall thereafter prepare Design Development Documents further refining the Client's selection. The documents may contain as appropriate: finish specifications, locations, and samples; millwork elevations; lighting layout and fixture selections; electrical/data/office equipment location; special design details and elevations; partition types; doors, frames and hardware; interior glazing; ceiling systems, HVAC requirements in excess of building standard; and other miscellaneous items. As reasonably required, the Architect will provide elevations and/or perspective drawings to illustrate the design concept and special

elements in the space. The Architect shall also coordinate with Client consultants as reasonably needed to determine special equipment, cabling, and IT/AV requirements. The Architect will document these requirements into pricing plans to be distributed for pricing, and the resulting estimates will be used to verify or investigate alternative solutions. The Architect shall then submit the Design Development Documents to the Client for the Client's written approval.

2.4 CONSTRUCTION DOCUMENT PHASE SERVICES

2.4.1 Based upon the approved Design Development Documents, the Architect shall prepare Construction Documents further refining the Design Development Documents. These drawings and specifications may consist of full architectural floor plans (demolition, construction, reflected ceiling, power, finish and furniture plans), millwork elevations and details, finish schedules, door and hardware schedules, partition types and all miscellaneous elevations and details.

2.4.2 The Architect will coordinate with the MEP engineers preparing construction documents for the HVAC systems (heating, ventilation and air conditioning), electrical, lighting, telecommunications, and plumbing.

2.5 PERMIT COORDINATION & BIDDING / NEGOTIATION PHASE SERVICES

2.5.1 The Architect shall coordinate with the Client's representative on the permitting process, distribute bid documents as required to the selected general contractors, assist the general contractors with clarifications during the bidding phase, and compile the information into a spreadsheet format to aid Client in the comparison and selection of a general contractor.

2.5.2 The Architect shall distribute bid documents as required to the selected general contractor and assist the general contractor with clarifications. The Architect shall also coordinate with the general contractor, the City of Houston, and/or the Client's permitting consultant as needed for the procurement of required permits.

2.6 CONSTRUCTION PHASE SERVICES

2.6.1 The Architect's responsibility to provide Construction Phase Services commences with the award of the contract for construction and terminates at the earlier of the issuance of the final certificate for payment or 60 days after the date of substantial completion.

2.6.2 The Architect shall not have control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, nor shall the Architect be responsible for the contractor's failure to perform or for acts or omissions of the contractor or of any other persons or entities performing the work.

2.6.3 Subject to the parameters below, the Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of work completed and to determine, in general, if the work observed is being performed in a manner indicating that it will be in accordance with the contract documents when fully completed. The Architect, however, shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of these visits, the Architect shall report to the Client those deviations, defects, and deficiencies observed in the work.

2.6.4 The Architect shall review and certify amounts due the contractor based upon the Architect's site visit observations and the data in each application for payment. Such certificates indicate the

Architect's belief that the work has progressed to the point indicated and the quality is in accordance with the contract documents, each subject to qualification, if noted. Moreover, the issuance of a certificate for payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections of the quality or quantity of the work, reviewed construction means, methods, techniques, or sequences, reviewed requisitions or other data to substantiate the contractor's right to payment, or ascertained how or for what purpose the contractor has used funds previously paid.

2.6.5 The Architect shall review and take appropriate action upon contractor's submittals such as shop drawings but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's review shall not address the accuracy and completeness of other information such as dimensions or quantities or constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.

2.6.6 The Architect may authorize minor changes that are consistent with the intent of the Contract Documents and do not involve an adjustment in the contract sum or an extension of the time. Subject to the parameters below, the Architect shall review change orders and construction change directives for the Client's approval and execution.

2.6.7 Subject to the parameters below, the Architect shall conduct an inspection to determine (1) the date or dates of substantial completion and issue certificates of substantial completion and (2) the date of final completion and issue a final certificate for payment.

2.6.8 The following Construction Phase Services shall be provided as Basic Services subject to the following limits:

- 12 site visits by the Architect during construction, which is assumed to be 3 months
- 1 review(s) of each shop drawing, product data item, sample, and similar submittal
- 1 inspection(s) to determine substantial completion
- 1 inspection(s) to determine final completion

The Architect shall notify the Client once these limits are reached, and any subsequent services shall be provided as Additional Services.

2.7 FURNITURE, FURNISHINGS, AND EQUIPMENT SERVICES

2.7.1 The Architect shall review with the Client alternative designs and methods of procurement of the furniture, furnishings, and equipment and shall notify the Client of anticipated impacts that

such designs and methods may have upon the Client's program and the overall scope of the Project.

2.7.2 The Architect shall obtain product data and prepare illustrations for furniture, furnishings, and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate a finished appearance and functional operation.

2.7.3 The Architect shall prepare for Client's approval documents describing the requirements for the procurement, fabrication, shipment, delivery, and installation of furniture, furnishings, and equipment for the Project.

2.7.4 Subject to the parameters below, the Architect shall visit the site at intervals appropriate to the stage of the vendor's installation to become generally familiar with the progress and quality of the work and to determine, in general, if the work observed is being performed in a manner indicating that it will be in accordance with the contract documents when fully completed. The Architect, however, shall not have control over or responsibility for means, methods, techniques, sequences, procedures, fabrication, shipment, delivery, or installation or for safety precautions and programs.

2.7.5 The Architect shall assist the Client in coordinating schedules for fabrication, delivery, and installation but shall not be responsible for any failure of a vendor to meet schedules for completion or to perform responsibilities in conformance with such schedules.

2.7.6 The Architect shall review and take appropriate action upon the vendor's submittals such as shop drawings, product data, and samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

2.7.7 The Architect is not authorized to act as the Client's agent in contractual matters, and as the buyer of all goods, the Client shall receive, inspect and accept or reject furniture, furnishings, and equipment at the time of delivery to the premises and installation. That said, the Architect shall review final placement and inspect for damage, quality, assembly and function to determine if the furniture, furnishings, and equipment are in general accordance with the requirements of the Contract Documents. The Architect may recommend to the Client acceptance or rejection of same.

2.7.8 The Services identified above shall be provided as Basic Services subject to the following limits:

- 1 site visits by the Architect during the Vendor installation stage
- 1 review(s) of each shop drawing, product data item, sample, and similar submittal
- 1 site visits by the Architect to review final placement

3 ADDITIONAL SERVICES

3.1.1 Any service not identified as a Basic Service constitutes an Additional Service for which additional compensation may be due and a schedule adjustment may be appropriate. The Architect shall notify the Client of the need for an Additional Service and obtain the Client's written approval. Examples of Additional Services include services necessitated by changes in the initial information

or project scope, revisions from prior approvals, or changes needed due to changes in codes, laws, or regulations.

3.1.2 If services have not been completed within 8 months of the date of execution through no fault of the Architect, services provided beyond that time shall be Additional Services.

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1 GENERAL

The consideration payable to the Architect for the Architect's Basic Services is set forth below. The Architect's compensation for Consultant Services, Additional Services and Reimbursable Expenses as well as the terms of payment for any services or expenses are as provided in the Terms and Conditions.

2 BASIC SERVICES COMPENSATION

Test Fits	\$2,210.55
Programming	\$8,842.20
Schematic Design	\$12,526.45
Design Development	\$17,684.40
Construction Documents	\$40,526.75
Bidding/Permitting	\$7,368.50
Construction Administration	\$40,526.75
Architectural Fee Total	\$129,685.60
FFE	\$20,000.00
Signage	\$3,000.00
Graphics (custom film or wallcovering)	\$10,000.00
MEP estimate	\$40,000.00
Grand Total	\$202,685.60
*these are not to exceed fees until the plan is defined	

1 GENERAL

The Architect has an initial schedule for performance of the Architect's Basic Services. The initial schedule may subsequently be refined or adjusted as the scope and other parameters are developed. Moreover, while time limits established by the schedule shall not generally be exceeded, the schedule may subsequently be extended as reasonably required due to the exercise of the Standard of Care, as a result of factors or conditions not the fault of the Architect, or other reasonable cause. Additional terms pertinent to the schedule and Architect's performance thereunder are as provided in the Terms and Conditions.

2 SCHEDULE FOR BASIC SERVICES

Test Fits	1 week
Programming	2 weeks
Schematic Design	4 weeks
Design Development	6 weeks
Construction Documents	8 weeks
Bidding/Permitting	8 weeks
Construction Administration	18 weeks

1 ARCHITECT'S SERVICES

1.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"); no higher or lower standard is intended, and this Standard of Care shall be used to determine Architect's compliance with any and all obligations, statements, representations, or requirements under the Architect's proposal or parties' agreement (hereafter, "Agreement"). Further, no warranties, either express or implied, are given or made by the Architect.

1.2 The Architect shall perform its services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Upon the Client's request, Architect shall submit a schedule for Architect's services that may be adjusted as the Project proceeds and includes time allowances for the Client's review and approval by authorities having jurisdiction over the Project.

1.3 Services in addition to those described as Basic Services and services that result from significant changes in the Project's scope, size, quality, complexity, schedule, or method of contracting (collectively, "Additional Services") will be provided if and as agreed in writing. Any changes or modifications requested by Client, public agencies, the contractor, or other third parties on behalf of the Client after Client's approval of plans or made necessary by information not previously available to Architect shall be considered Additional Services.

2 CLIENT'S RESPONSIBILITIES

2.1 The Client shall provide full information for the Project, including: if not a part of Architect's services, a program that sets forth objectives, schedule, constraints and criteria; record plans of existing facilities; a written legal description of the site; and surveys describing physical characteristics, legal limitations, and utility locations. The Client shall also designate a representative authorized to act on the Client's behalf and render decisions in a timely manner.

2.2 The Client shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, geotechnical testing, and other laboratory and environmental tests, inspections, and reports; the Client may also furnish the services of other consultants. In all instances, the Architect may rely upon documents or other work product provided by or through the Client, and the Client shall indemnify and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) that result from said reliance.

2.3 The Client shall provide Architect with access to the site at all reasonable hours and provide professional credit to the Architect on the Project sign and in promotional materials. The Client also authorizes Architect to photograph the Project and to include representations of the design, including photographs, among Architect's promotional and professional materials.

2.4 The Client shall provide the Architect with the proposed language of certificates or certifications at least 14 days prior to the date of execution and shall not require Architect to execute certifications that require knowledge or services beyond the scope of the Agreement.

2.5 The Client shall give prompt written notice to Architect if Client becomes aware of any error, omission, fault, defect, or nonconformance in the Project, the Architect's services, or the contract documents.

3 COMPENSATION AND REIMBURSABLE EXPENSES

3.1 Architect shall be compensated for Basic Services by stipulated sum, percentage of construction cost, hourly based upon time expended by Architect, or as otherwise agreed. Compensation for Basic Services performed by Architect's consultants shall be the amount billed the Architect for such services times a multiple of 1.15.

3.2 Compensation for Additional Services will be on an hourly basis unless otherwise agreed. Compensation for Additional Services performed by Architect's consultants shall be the amount billed the Architect for such services times a multiple of 1.15.

3.3 Where compensation is on an hourly basis, the Architect's hourly rates are as follows:

Principal Team Member	\$225—\$260 per hour
Senior Team Member	\$150—\$195 per hour
Team Member	\$95—\$140 per hour
Team Assistant.....	\$80—\$85 per hour

The hourly rates for Architect's consultants shall be as shown on their respective proposals. Further, all rates may be adjusted annually.

3.4 Reimbursable expenses are in addition to compensation and include a multiple of 1.15 times actual expenditures made by Architect in the interest of the Project.

3.5 Reimbursable expenses include: out-of-town transportation and living expenses; mileage at approved rates; long distance and cellular phone charges; photocopying, plotting, printing, and reprographic and photographic services; preparation of specifications by outside consultants; shipping and delivery charges; plan checking, building permits or other fees assessed by any authority; fees of special consultants if contracted for Architect with the Client's approval; the expense of work requiring higher than regular rates if authorized in advance; perspectives or models for the Client's use; and printing, typesetting, art and model supplies, and other costs incurred in the preparation of specifications, brochures or other promotional type materials.

3.6 Reimbursable expenses also include the expense (billed at cost) of professional liability insurance dedicated exclusively to the Project and the expense of additional insurance coverage requested by Client in excess of that normally carried by the Architect or its consultants.

4 PAYMENT

4.1 Invoices shall be sent monthly in proportion to services performed and reimbursable expenses incurred. Client objections to an invoice must be stated in writing within 15 calendar days of receipt, and all undisputed portions shall be paid to Architect without delay. No deductions shall be made due to liquidated damages or on account of changes in the work other than those for which Architect has been found liable.

4.2 Payment is due upon receipt. On projects with more than one phase, full payment for each phase is required at the completion of such phase. Interest shall accrue on amounts due and unpaid starting 30 days after invoice date at prime lending rate plus 2% until paid; in no event shall the interest rate exceed the maximum allowed by law. Moreover, if payment is not made within 45 days, Architect shall have the right to suspend performance pending payment. In any event, prior to issuance of a final certificate for payment, Client shall make final payment for all services performed and expenses incurred.

4.3 Records relating to hourly services and reimbursable expenses shall be available at mutually convenient times. Documentation will be made available for reimbursable items over \$25.00, and Architect will invoice at hourly rates when assembling or preparing highly detailed reports.

5 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

5.1 The drawings, specifications, and other documents prepared for the Project are Instruments of Service for use solely on the Project. Architect shall be deemed the author or creator of these documents and shall retain all common law, statutory, and other rights, including copyright.

5.2 The Client may retain copies of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project; however, the Instruments of Service furnished to Client or other entities or individuals intended or permitted by Client to receive the Instruments of Service ("Third Party Recipients") may not be used and shall be returned to Architect upon demand should Client fail to compensate Architect. Further, the Instruments of Service shall not be used on other projects or for additions to this Project except by agreement in writing and/or with appropriate compensation.

5.3 If documents are provided in electronic media, such as CADD files or via e-mail, the Client agrees that this is solely as a convenience and for the limited purpose of serving as a reference for the use and occupancy of the Project. Said electronic media may deteriorate or be modified, either inadvertently or otherwise, without authorization or being detected, and no warranties are given regarding the accuracy, completeness, or readability of the information. Moreover, the Client shall indemnify, defend, and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) that result from inaccuracies, errors or defects in the electronic documents caused or introduced by the transmission, retransmission, conversion, reformatting, or reproduction of the Instruments of Service by Client or its Third Party Recipients.

5.4 The use or distribution of the Instruments of Service by those other than Architect and any alterations or modifications to such documentation shall be at the user's own risk. Moreover, the Client shall indemnify, defend, and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) that result from the Client's or its Third Party Recipients' use, misuse, alteration, or modification of these documents.

6 OTHER QUALIFICATIONS

6.1 Evaluations of any budget and estimates of project cost, if any, prepared by the Architect represent Architect's reasonable judgment as a design professional. Neither Architect nor Client has control over the cost of labor, materials, furniture, fixtures, or equipment or over competitive bidding, market, or negotiating conditions, and bids or negotiated prices may ultimately vary from the project budget or any estimate prepared or agreed to by Architect. Further, no fixed limit of project cost is established by the furnishing, proposal, or existence of a project budget.

6.2 Where applicable, the Project may be reviewed for compliance with the Americans with Disabilities Act of 1990 or its state-level equivalent. Those regulations are regularly refined, and their interpretation and application on actual projects may change. As a result, Architect shall not be liable for variations from information reasonably available at the time of the design of the Project, and services necessary to bring the Project into compliance with subsequent regulations or interpretations shall be performed as Additional Services. Further, the Client will help Architect meet these obligations and will provide signatures or review fees upon request. The Client shall

also indemnify and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) due to noncompliance caused by the Client's acts or failures to act.

6.3 Where applicable, the Project may be submitted for LEED certification. Such certification is, however, greatly impacted by services, actions, and decisions of the Client, contractor, and other third parties (including certifying entities), as well as budget, material, and other cost of work considerations. Accordingly, no representations or warranties are given regarding LEED certification in general, any specific certification outcome, the availability of credits, or the actual or perceived value of attaining certification. Further, the signing of certification submissions, declarations, or other documents shall be considered a Client service, the words "certify", "affirm", "declare" and the like mean only an expression of Architect's professional opinion, and no warranties or guarantees are created by such language.

6.4 If certain time and cost savings are sought through an accelerated project delivery process, the Project may be affected by such process. Potential impacts include issuing incomplete or uncoordinated construction documents for permitting, bidding, and construction. Accordingly, coordination and redesign may be necessary, as well as removal of work-in-place, each of which may require an increase in cost, an extension of the schedule, or Additional Service fees.

6.5 If the Client directs Architect to revise the construction documents to include reductions in scope or material substitution proposals made by the Contractor, the Client's consultants, or others ("value engineering"), and Architect does not recommend acceptance, the Client shall indemnify and hold Architect harmless from claims, liabilities, and expenses (including reasonable attorneys' fees) that result from the Client's direction of such revisions.

6.6 If Architect or another party encounters hazardous materials (including asbestos) or should it become known such materials may be present either at the Project or upon areas that affect the Architect's services, Architect may suspend services until Client retains appropriate consultants or contractors to abate and/or remove the hazardous materials. Architect shall not be responsible for the discovery, presence, or removal of or exposure to any hazardous materials at the Project.

7 MISCELLANEOUS PROVISIONS

7.1 The Agreement may be terminated by either party with or without cause upon seven (7) days written notice. In the event of termination, Architect shall be paid compensation for services performed and reimbursable expenses incurred through the termination date and all expenses directly attributable to termination for which Architect is not otherwise compensated.

7.2 For purposes of venue, the Agreement shall be deemed performable in Houston, Texas, in all respects, and all legal actions regarding the Agreement shall be brought in the courts of Harris County, Texas. The Agreement shall be governed by the laws of the State of Texas.

7.3 Causes of action shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

7.4 The Client and Architect bind themselves, their partners, successors, assigns, and legal representatives to the other party. Neither the Client nor Architect shall assign the Agreement without the written consent of the other. Further, nothing shall create a contractual relationship with

or a cause of action in favor of a third party against either Architect or the Client, and neither Architect nor Client owes a fiduciary duty to the other.

7.5 The Client and Architect mutually waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. Moreover, in order to balance the risks taken and the benefits received by both the Client and Architect, the Architect's total liability, including that of Architect's officers, directors, employees, agents and consultants, to the Client and anyone claiming by or through the Client for any and all injuries, claims, losses, expenses, indemnity or defense obligations, damages of all types, or claim expenses arising out of or related to any negligence, errors or omissions, breach of contract, representation, or warranty, if any given, and/or any other action or inaction by Architect's officers, directors, employees, agents, and consultants in the performance of services shall not exceed two times Architect's billed fee or \$200,000.00, whichever is greater. **The Client expressly agrees to such limitation of liability regardless of whether the injuries, claims, losses, expenses, indemnity or defense obligations, damages, or claim expenses were caused in whole or in part by the negligent act or omission of the Architect.**

7.6 The Architect's services shall not subject Architect's individual employees, officers, or directors to any personal legal exposure, and Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Architect, a Texas corporation, and not against its employees, officers, or directors.

7.7 Where the Agreement is entered into subsequent to the Architect's start of services: the Agreement shall govern all services provided by Architect for the Project whether initiated or performed prior or subsequent to execution of the Agreement; the effective date shall be deemed to be the first date when any such services were so provided by Architect; and the Agreement shall supersede and replace any and all prior agreements whether written or oral.



midtown
HOUSTON

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CCPPI AGREEMENT

**AMENDED AND RESTATED
AFFORDABLE HOUSING INITIATIVE SERVICES AGREEMENT**

By and Between

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

And

MIDTOWN REDEVELOPMENT AUTHORITY

And

THE CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT

January 1, 2021

AMENDED AND RESTATED

AFFORDABLE HOUSING INITIATIVE SERVICES AGREEMENT

This Amended and Restated Affordable Housing Initiative Services Agreement (this “**Agreement**”), dated as of January 1, 2021, but effective as of the date of execution hereof, is made 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 (the “**City**”) in accordance with Chapter 311, Texas Tax Code; the MIDTOWN REDEVELOPMENT AUTHORITY (the “**Authority**”), a local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code; and THE CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT (“**CCPPI**”), a Texas public non-profit corporation organized under Chapter 22, Texas Business Organizations Code, as amended (the “**Texas Non-Profit Corporation Act**”).

RECITALS

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City created the Zone pursuant to Chapter 311, Texas Tax Code, as amended (the “**Act**”), and approved a preliminary project plan for the Zone and a preliminary reinvestment zone financing plan for the Zone; and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas; and

WHEREAS, the City, the Zone and the Authority entered into that certain Amended Agreement dated July 18, 2000, and approved pursuant to Ordinance No. 2000-494 (as amended, the “**Midtown Agreement**”), pursuant to which the City delegated to the Authority the power and authority to administer the Zone including, but not limited to, the power to use certain tax increment revenues dedicated to provide affordable housing pursuant to Section 3(H) thereof; and

WHEREAS, the Authority and the Zone adopted a Project and Financing Plan (as amended, the “**Project Plan**”) on May 2, 1997, and the City approved, by Ordinance No. 1997-600 dated as of May 28, 1997. The Authority and the Zone previously submitted to the City amendments, clarifications and related updates to the Project Plan, which were approved by Ordinance No. 1997-1338 adopted on October 22, 1997, Ordinance No. 1999-850 adopted on August 11, 1999, Ordinance No. 2009-1395 adopted on December 29, 2009, Ordinance No. 2011-534 adopted on June 22, 2011, Ordinance No. 2013-638 adopted on July 10, 2013; Ordinance No. 2015-1001 adopted on October 14, 2015; and Ordinance No. **2020-** , adopted on December 16, 2020; and

WHEREAS, Section 311.011(f) of the Act provides that the Project Plan must provide that at least one-third (1/3) of the tax increment of the Zone be used to provide affordable housing during the term of the Zone, and pursuant to Section 3(H) of the Midtown Agreement,

shall be expended in a manner consistent with the City's then current affordable housing policy; and

WHEREAS, in furtherance of the Project Plan, the Authority's affordable housing plan incorporates its Land Assembly and Development Plan (the "**Plan**"), the primary purpose of which is to assemble real estate parcels in adjacent neighborhoods to revitalize the community through the development of affordable housing, and provide grants of funds and/or land to various entities to fund development costs, certain related public infrastructure improvements and the refinancing of certain development loans relating to the development of affordable housing; and

WHEREAS, the Plan describes a two-part process, the first being the land assembly plan (the "**Land Assembly Plan**") relating to the assembly of various tracts of land in a specific target area (the "**Target Area**"), and the second being the development plan (the "**Development Plan**"), focusing on grant opportunities, which also includes seeking out strategic partnerships to plan and develop the use of the lands; and

WHEREAS, as prescribed by its Land Assembly Plan, the Authority has, accumulated sufficient land for the purpose of developing affordable housing, and the Authority and the Zone partnered with CCPPI to implement a comprehensive plan to develop affordable housing and related community services and infrastructure enhancements in the Target Area; and

WHEREAS, the Authority and CCPPI entered into that certain "Affordable Housing Initiative Services Agreement" to implement the Affordable Housing Plan dated as June 18, 2018 (the "**Original Services Agreement**"), as amended by that certain Amendment to Affordable Housing Initiative Services dated July 27, 2020 (the "**Amended Services Agreement**") to extend the term of such Original Services Agreement to December 31, 2020; and

WHEREAS, CCPPI and the Authority have developed the Midtown Affordable Housing Plan (the "**Affordable Housing Plan**") to coordinate and induce affordable housing and catalyze projects to enhance the redevelopment of the Target Area; and

WHEREAS, the Authority believes it is in the best interest of the Authority and the Zone to enter into this Agreement in order to amend and restate the Original Agreement to continue and expand certain services to further advance and implement the Affordable Housing Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and CCPPI, it is hereby agreed as follows:

ARTICLE 1

Representations

Section 1.01 Representations of the Authority. The Authority hereby represents to CCPPI that as of the date hereof:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) has been duly authorized and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 1.02 Representations of the Zone. The Zone hereby represents to CCPPI that as of the date hereof:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) has been duly authorized and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 1.03 Representations of CCPPI. CCPPI hereby represents to the Authority and the Zone that as of the date hereof:

(A) CCPPI is a 501(c)(3) non-profit corporation duly organized, validly existing and in good standing under the Texas Non-Profit Corporation Act and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) CCPPI has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement and the execution, delivery and performance has been duly authorized by its governing body and constitutes a legal, valid and binding obligation of CCPPI, enforceable in accordance with its terms.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the CCPPI, enforceable in accordance with its terms.

(D) There is no action, suit or proceeding pending against CCPPI, or to the knowledge of CCPPI, threatened against or affecting CCPPI before any court, arbitrator, governmental authority or official in which there is a reasonable possibility of an adverse decision which could reasonably be expected to have a material adverse effect on CCPPI or which could in any manner draw into question the validity of this Agreement.

ARTICLE 2

Scope of Services

Section 2.01 Services. CCPPI agrees to provide, and the Authority agrees to accept, the services described in Exhibit A hereof (hereafter, the Scope of Services) in accordance with the description and frequency of services described therein as it may be amended by the parties from time to time (each item constituting a “**Service**,” and collectively, the “**Services**”). The Services may include collaborating with, or assisting, the Authority, its consultants, or other third parties as may requested by the Authority, as well as causing and delivering completed projects, reports, metrics, and other work products developed in respect to the Services (hereinafter, the “**Deliverables**”). The Authority reserves the right to amend, restructure, discontinue or remove a Service from the Scope of Services for any reason, including, but not limited to a determination by the Authority that such Service is no longer needed, required or is deemed not an effective method to achieving the goals of the Affordable Housing Plan. Prior to any determination to remove or eliminate a Service, the Authority shall, at least thirty (30) days prior to such determination, convene a meeting with CCPPI to discuss the rationale and purpose relating to such proposed determination, and further agrees to work with CCPPI to see if the Service in question can be restructured or changed to meet the Authority’s objections in respect to the Affordable Housing Plan. To the extent that the Authority ultimately determines that a Service is to be removed or discontinued, the compensation to CCPPI may be reduced consistent with the line item amount referenced in the approved Annual Budget approved pursuant to Section 4.01 of this Agreement; provided, however, that any changes to the compensation to CCPPI may not take effect until sixty (60) days after such determination by the Authority. The Authority also reserves the right to amend, expand or increase any Service in the manner provided by this

Section 2.01. To the extent that the Authority determines that a Service is to be amended, expanded or increased, the compensation to CCPPI may be increased by mutual agreement of the parties, and such increase shall automatically amend the Annual Budget for that calendar year and become part of the compensation beginning in the month after such mutual approval by the parties.

Section 2.02 No Conflict. CCPPI, including its board of directors and officers, represent and warrant that it has no known obligations to any third party that will limit or restrict its ability to perform the Services under this Agreement. This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

Section 2.03 Performance of the Scope of Services. The parties recognize and agree that the Scope of Services, as may be amended by the parties from time to time as set forth in Section 2.01 hereof, provide general description of the Services but in the performance of any Service, CCPPI shall coordinate and work with the Authority to determine the method, details, and means of performing the Service. The Authority retains the right to review, inspect, stop work, or recommend methods to achieve the goals of the Affordable Housing Plan, which may require changes or the suspension of one or more Services.

Section 2.04 Communication and Reporting. The parties are expected to maintain active and open communication at all times so that the Authority may be informed of the status of the Services. The Authority and CCPPI shall develop appropriate administrative procedures for coordinating with one another. The Authority shall review and measure the performance of CCPPI in the execution of these Services. To assist the Authority with the review of the Services, CCPPI agrees to provide a written report every six (6) months to the Authority detailing the activities of CCPPI in respect to the Services, with sufficient metrics and other data to ensure that the Services are being provided in a manner to achieve the purposes of the Affordable Housing Plan. The Authority and CCPPI agree to develop the form and substance of the Report by March 31, 2021. In addition to the six (6) months reports, CCPPI agrees to provide monthly progress reports, in form and substance acceptable to the Authority, and any other reports as required in the Scope of Services at no additional cost to the Authority.

Section 2.05 CCPPI's Employees.

(A) In no event will any employee, contractor or agent of CCPPI be considered an employee, contractor or agent of the Authority. CCPPI shall also be responsible for all matters governing the employment of its employees, contractors or agents including, but not limited to, the payment of salaries (including withholding of taxes and social security), worker's compensation, disability benefits, etc.

(B) CCPPI assumes full responsibility for the actions of its employees while performing the Services, and agrees to designate a supervisor who will be primarily responsible for the Services and who will have the authority to act on behalf of CCPPI. Any person whose conduct is determined by the Authority to be detrimental to the Authority's operations, or in violation of any of the City or governmental requirements shall, at the Authority's request, be promptly withdrawn and replaced by CCPPI.

(C) The employees provided by CCPPI shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, CCPPI shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The Authority retains the right to require CCPPI to remove from the performance of Services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the Authority.

ARTICLE 3

Term and Termination

Section 3.01 Term. Subject to termination in accordance with Sections 3.03 and 3.04 below, this Agreement shall remain in full force and in effect from the date of execution hereof and ending thirty-six (36) months years thereafter. This Agreement may be extended by mutual written agreement of the parties.

Section 3.02 Changes. The Authority reserves the right to modify, cancel or stop any and all schedules or work in process relating to the execution of any Service. In the event of such direction by the Authority, CCPPI shall immediately take all required steps to carry out the Authority's instructions, advise the Authority of the extent to which performance has been completed, and collect and provide to the Authority all Deliverables that then exist in the manner requested by the Authority.

Section 3.03 Termination for Convenience by Authority. The Authority may terminate this Agreement in whole or in part without cause upon ninety (90) days written notice to CCPPI. CCPPI has the right to request a meeting with the Authority upon receipt of such notice to further discuss the circumstances of the termination; however, such notice shall remain effective unless revoked by the Authority. Additionally, the Authority shall have the right but not the obligation to assume all obligations, commitments, and claims that CCPPI may have in good faith undertaken or incurred in connection with the Services terminated, and the Authority shall pay CCPPI for Services properly performed to date of termination. Upon termination, CCPPI shall invoice the Authority for all Services performed by CCPPI prior to the time of termination which have not previously been compensated. Any installments or lump sum fees shall be prorated in accordance with the progress of the Services at the effective date of termination. Payment of the final invoice shall be due and payable within thirty (30) days after receipt by the Authority.

Section 3.04 Termination for Cause by Authority. The Authority may immediately terminate this Agreement in the event that CCPPI fails to observe or perform any of its duties or obligations in accordance with this Agreement and CCPPI does not cure such failure within fifteen (15) days after receipt of written notice describing such failure. In the event that the Authority terminates this Agreement for cause, CCPPI shall not be entitled to any compensation until final completion of the Services and any such entitlement shall be subject to the Authority's

right to offset all damages and costs associated with the Authority completing (or causing to be completed) the Services.

ARTICLE 4

Compensation and Payment

Section 4.01 Compensation. In consideration of the Services to be performed by CCPPI during each calendar year, CCPPI shall be entitled to compensation in an amount not to exceed \$1,150,000 for calendar year 2021, \$1,318,000 for calendar year 2022 and \$1,429,000 for calendar year 2023 (hereinafter, for each calendar year, the “**Annual Compensation**”). Annual Compensation shall be paid to CCPPI in twelve equal installments (i.e. monthly) during each calendar year of the term of this Agreement solely based on a mutually agreed upon annual budget (hereinafter for each calendar year, the “**Annual Budget**”) reflecting the actual services to be rendered during that calendar year. It is understood and agreed by the parties to this Agreement that the Annual Compensation amounts for each calendar year are based on projections, and the amounts to be paid in each calendar year will reflect the actual Services agreed to in the Annual Budget, and such Annual Budget may be less than the amount of the Annual Compensation based on a number of factors, including but not limited to, a change in the Services requested (including circumstances where such Services or expanded or reduced or eliminated as may be determined by Section 2.01) by the Authority or changes in number of employees or consultants retained by CCPPI to provide such Services. For calendar 2021, the Annual Budget shall be approved concurrently with the execution of the Agreement, for calendar years 2022 and 2023, the proposed Annual Budget should be submitted to the Authority forty-five days (on or about November 15th) prior to the end of such calendar year for approval by the Executive Director of the Authority. In respect to each installment payment of the Annual Compensation, CCPPI agrees to provide sufficient details, reports and other documents as may be reasonably requested by the Authority from time to time, including but not limited to invoices, payroll reports and third party receipts, to ensure that each installment payment is appropriate and consistent with the approved Annual Budget.

Section 4.02 Payment. On or as soon as reasonably practicable after the first day of each calendar month, CCPPI shall submit an invoice to the Authority. The Authority will pay CCPPI within thirty (30) days after receipt of an acceptable and properly documented invoice. The Authority’s payment of invoices will constitute full payment to CCPPI for performance of the Services and all other expenses which may be incurred by CCPPI under this Agreement. The Authority reserves the right to make payments via Electronic Funds Transfer.

ARTICLE 5

Disclosure and Publicity

Section 5.01 Disclosure. Any communication or information CCPPI presents to the Authority or to the Zone may be subject to disclosure in accordance with applicable law, including the Texas Open Records Law.

Section 5.02 Publicity. CCPPI agrees to submit to the Authority all media request and similar request to coordinate any proposed response to ensure that the parties are aligned in respect to the Affordable Housing Plan. Social media post, advertising and other publicity matter relating to any Service provided by CCPPI in which the Authority's name is mentioned or language used from which CCPPI's connection to the Authority can be inferred, are expressly approved provided that CCPPI includes such references in its monthly or quarterly reports. Unless the Authority requests in writing that CCPPI not publicize the final products, CCPPI may publicize any findings and work products produced in connection with this Agreement. The Authority will be provided with copies of all published materials for a period of six (6) months following completion of the Services.

ARTICLE 6

Acceptance of Deliverables

Section 6.01 Deliverables. CCPPI shall notify the Authority on delivery of any and all Deliverables that are due under this Agreement. As used here, the term Deliverable includes, but is not limited to, any programming, documentation, data compilation, image scanning, reports as well as any other media, materials, or other objects produced solely for the benefit of the Authority in the course of performing the Services. The Authority shall have thirty (30) days to review the Deliverables for adherence to this Agreement and any applicable specifications. The Authority shall then notify CCPPI in writing of its acceptance of the Deliverables or its rejection and the reasons for such rejection. If the Deliverables are rejected, CCPPI shall have the opportunity to correct errors and omissions and resubmit corrected Deliverables to the Authority for re-review. In the event that the Authority does not provide CCPPI with written notice of acceptance or rejection within thirty (30) days after the acceptance period has ended, the Deliverables shall be deemed to be accepted.

ARTICLE 7

Intellectual Property Rights

Section 7.01 Ownership of Work Products. All Deliverables to be delivered under this Agreement shall be considered work(s) made for hire by CCPPI for the Authority, and upon payment by the Authority shall belong to the Authority. If applicable, one reproducible set of final Deliverables will be furnished to the Authority upon request, including Deliverables produced in an electronic format. The Authority acknowledges that Deliverables provided in electronic media form may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. CCPPI is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by CCPPI.

Section 7.02 Preexisting Materials. CCPPI may include preexisting work or materials in the Deliverables relating to the Services only if they are either provided by the Authority or if they are owned or licensable without restriction by CCPPI. To the extent that preexisting work or materials owned or licensed by CCPPI are included in the Deliverables, CCPPI shall identify any such work or materials prior to commencement of the Services. For avoidance of doubt, this

provision relates to preexisting work or materials of third parties other than the parties to this Agreement. It is not intended to relate to preexisting work or materials of CCPPI unless specifically designated by CCPPI. Relative to preexisting works and materials and as an exception to Section 7.01 above, CCPPI grants to the Authority an irrevocable nonexclusive, worldwide, royalty-free right and license (i) to use, execute, reproduce, display, perform, and distribute (internally and externally) copies of such work or materials only to the extent that they are included in a Deliverable, (ii) to prepare derivative works based on such preexisting works and materials, and (iii) to authorize the Authority contractors to do any of the above subject to appropriate obligations of confidentiality.

Section 7.03 Incidents and Further Assurances. CCPPI represents that all preexisting works are owned or properly licensed by it. CCPPI further represents that no part of the Deliverables is protected by rights of any third party except to the extent that CCPPI is licensed to include such part in the Deliverables. The Authority may obtain and hold in its name copyrights, registrations, and other protection that may be available to CCPPI. CCPPI agrees to take such further actions and execute and deliver such further agreements and other instruments as the Authority may reasonably request to give effect to this Section.

ARTICLE 8

CCPPI Representations and Covenants

Section 8.01 Services. CCPPI represents that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such standards of care, skill and diligence as practiced by members of the same profession. In the case of professional Services, CCPPI shall perform the Services in accordance with all applicable professional standards for the field of expertise.

Section 8.02 Deliverables. CCPPI represents that any Deliverables under this Agreement shall conform to all applicable specifications, drawings, samples and descriptions; shall be suitable for their intended purposes; and shall be free from all liens and encumbrances. If the Deliverables are software, CCPPI shall take reasonable precautions to prevent the introduction into the Deliverables of any “viruses,” “time bombs,” “trojan horses,” and other intentionally disabling devices.

Section 8.03 Equal Employment Opportunity & Affirmative Action. CCPPI represents that it is in compliance with all applicable federal, state, or local laws, regulations and orders with respect to equal opportunity and affirmative action, and either has previously provided or will provide the Authority any requested certifications and representations regarding compliance with such laws, regulations and orders which the Authority may require during the terms of this Agreement.

Section 8.04 Conflicts of Interest Disclosure.

(A) Prior to the receipt of any compensation under this Agreement, CCPPI, including each of its officers, shall disclose to the Authority any pecuniary benefit any director,

officer, employee or agent of CCPPI may receive due to an expenditure of such compensation or the implementation of any transaction contemplated under this Agreement.

(B) Prior to the receipt of any compensation under this Agreement, CCPPI shall execute a sworn statement, attached hereto as Exhibit B, stating that to the knowledge of CCPPI, based upon reasonable investigation, no member of the Board of the Directors of CCPPI or the Authority or agent thereof, or any person appointing members of the Board of Directors of CCPPI or the Authority, will receive any pecuniary benefit due to the expenditure of such compensation or implementation of any transaction contemplated under this Agreement, and such statement should be in accordance with Chapters 171 and 176, Local Government Code.

(C) CCPPI, including each member of the Board of Directors of CCPPI, agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, CCPPI agrees that it shall promptly disclose to the Authority any facts which might involve any reasonable possibility of a conflict of interest or an appearance of a conflict of interest.

Section 8.05 Inspections; Audits. The CCPPI agrees to keep such operating records as may be required by the Authority, the City or by state and federal law or regulation. The CCPPI shall allow the Authority reasonable access to documents and records in CCPPI's possession, custody or control relating to the delivery of Services under this Agreement that the Authority deems necessary to assist the Authority in determining CCPPI's compliance with this Agreement.

ARTICLE 9

Compliance With Laws and Standards of Conduct

Section 9.01 Compliance with Laws. CCPPI shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing the Services and Deliverables. In addition, CCPPI shall, at its expense, cooperate with and provide the Authority with such information and data as may be reasonably required in order for the Authority to comply with all applicable laws and regulations, including required filings.

Section 9.02 Standards of Conduct. In the event that CCPPI's employees or contractors perform any of the Services at an Authority site, such employees and contractors shall comply with all applicable federal and state laws as well as all applicable City policies including, but not limited to, those governing harassment, discrimination and security. To the extent that CCPPI personnel must have access to restricted areas of the Authority facilities, the Authority may screen and approve such personnel. The Authority reserves the unilateral right to direct CCPPI to remove any of its employees or contractors from the Authority premises or projects for any violation of law, or for any other reason deemed prudent by the Authority.

ARTICLE 10

Indemnification and Insurance

Section 10.01 Intellectual Property. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, CCPPI AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY, THE AUTHORITY AND THE ZONE HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF ANY THIRD PARTY CLAIMS OF INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, LICENSE, TRADEMARKS, SERVICE MARKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHT.

Section 10.02 Indemnification. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, CCPPI SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, THE AUTHORITY AND THE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(A) CCPPI AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "THE CCPPI'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(B) THE INDEMNIFIED PERSONS' AND CCPPI'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CCPPI IS IMMUNE FROM LIABILITY OR NOT; and

(C) THE INDEMNIFIED PERSONS' AND CCPPI'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CCPPI IS IMMUNE FROM LIABILITY OR NOT.

Section 10.03 Release. CCPPI SHALL RELEASE 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 CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, BUT NOT SUCH INDEMNIFIED PERSON'S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.

TO THE EXTENT POSSIBLE, CCPPI SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

Section 10.04 Insurance. CCPPI will maintain insurance coverage during the term hereof as provided in Exhibit C attached hereto.

ARTICLE 11

General

Section 11.01 Parties in Interest. This Agreement shall not bestow any rights upon any third-party, but rather shall bind and benefit the Zone, the Authority and CCPPI only.

Section 11.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 11.03 No Personal Liability of Public Officials. To the extent permitted by law, no director, officer, employee or agent of the Zone or the Authority, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 11.04 Limitation of Liability. In no event shall either party be liable under any claim, demand or action (whether arising in contract, tort or otherwise) arising out of or relating to this Agreement for any special, indirect, incidental, exemplary, or consequential damages (including, but not limited to, loss or anticipated profits, loss of use, or loss of business disruption), regardless of whether or not the party, its employees or agents have been advised of the possibility or likelihood of such damages.

Section 11.05 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party, at the following addresses:

Reinvestment Zone Number Two, City of Houston, Texas
Attn: Executive Director
410 Pierce, Suite 355
Houston, Texas 77002

Midtown Redevelopment Authority
Attn: Executive Director
410 Pierce, Suite 355
Houston, Texas 77002

The Center for Civic and Public Policy Improvement
Attn: Interim Executive Director, Dr. Sean Haley
P.O. Box 88140
Houston, Texas 77288

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by the Zone, the Authority or CCPPI, as the case may be.

Section 11.06 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and CCPPI. No course of dealing, nor any failure or delay by any party with respect to exercising any right, power or privilege of such party under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 11.07 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 11.08 Successors and Assigns. All covenants and agreements contained by or on behalf of the parties in this Agreement shall bind inure to the benefit of their respective successors and assigns. No party may assign its rights and obligations under this Agreement or any interest herein, without the prior written consent of the other parties.

Section 11.09 Exhibits and Schedules; Titles of Articles, Sections and Subsections. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits or schedules and the provisions of this Agreement, the provisions of this Agreement shall prevail. Notwithstanding the previous sentence, the parties agree that the exhibits and schedules may be amended or otherwise updated to cure any ministerial changes or other minor corrections. To the extent that substantive changes are required to be made to the exhibits, such changes shall be approved by the board of each party as an amendment to this Agreement. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit or schedule shall be considered a reference to the applicable exhibit or schedule attached hereto unless otherwise stated.

Section 11.10 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 11.11 Independent Contractor. CCPPI shall be an independent contractor to the Authority, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the Authority and CCPPI or any of CCPPI's employees or agents.

Section 11.12 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

Section 11.13 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day referenced herein.

REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____
Name: Al Odom
Title: Chairman
Date: January 1, 2021

By: _____
Name: Al Odom
Title: Chairman
Date: January 1, 2021

ATTEST:

ATTEST:

By: _____
Name: Caton Fenz
Title: Assistant Secretary
Date: January 1, 2021

By: _____
Name: Caton Fenz
Title: Assistant Secretary
Date: January 1, 2021

DRAFT

CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT, INC.

By: _____

Name: _____

Title: _____

Date: January 1, 2021

ATTEST:

By: _____

Name: _____

Title: _____

Date: January 1, 2021

DRAFT

Exhibit A

Scope of Services

1. AFFORDABLE HOUSING PLAN IMPLEMENTATION

Accelerate implementation of the Affordable Housing Plan (AHP), Development Program and Comprehensive Project Review Process (CRP)

New Services

- Define, monitor and facilitate the process of evaluating building costs necessary for recommendation to the Authority Board for approval (i.e. initial development agreement, earnest money contract and other documents).
- Assist with development agreements and ensure receipt of by builder and subsequent return to the Authority.
- Monitor adherence to closing timeline, and facilitate document exchange and submission of closing agreements to/from title company and builder related to conveyance of AHP conveyed properties on a weekly basis.
- Review pre-development activities including but not limited to surveys, market studies and title documents procured by the Authority.
- Expedite project and affordable housing developments by creating systems, processes and other methods to ensure efficient, timely execution of development agreements and related agreements.
- Develop and produce maps for potential developers and builders including placement on website for RFQ and RFP purposes.
- Monitor status of construction, compliance with predevelopment agreements and status of occupancy of the Authority conveyed properties.
- At the direction of the Authority, prepare legal and other documents, evaluating building costs, etc. necessary for recommendation to and approval by the Authority Board within one week of agreement with potential developers.
- Develop/co-develop properties with qualified developers and builders on Authority properties.
- Construct low density rental units across from St. Charles Place apartments and identify other development opportunities.

Continued Services

- Create RFQ's, RFP's and other solicitation materials that encourage developers and builders capable of complying with all AHP objectives and executing timely property development to participate in Authority projects.
- Review unsolicited proposed projects submitted directly to the Authority by individuals/groups.
- Streamline the current process (i.e., CRP) used to determine developer experience and capacity, and financial feasibility of each proposed housing project.
- Manage the CRP through regular team meetings and electronic communications.
- Timely evaluate development projects, including site visits, and prepare recommendations and documentation for submission to Authority Board in

- support of approval.
- Create programs and implement initiatives that best advance the mission of the AHP.
- Research and apply for external funding opportunities, including local, state and federal funding sources in furtherance of the obligation to contribute funding to the Operations Center and other affordable housing projects.
- Provide technical assistance to potential builders and developers as necessary.
- Work with governmental entities, including adjacent zones, districts, and others, to identify infrastructure resources and mutually beneficial opportunities related to improvements in AHP target neighborhood areas.
- Facilitate timely completion of development projects (i.e., Palmetto, University Place, MLK, etc.).

2. STEWARDSHIP OF FOR SALE HOUSING AND MRA LOTS

Promote Affordable Housing Stewardship and Investigate Methods of Providing For-sale Housing that Forestalls Windfall Profits

New Services

- Analyze policies impacting access to affordable housing and engage community stakeholders and policy makers to cause change.
- Create pools of potential qualified homebuyers through the certification of income and other means.
- Provide home maintenance, community stewardship and civic participation education to potential homebuyers.
- Prepare and review legal documents to eliminate or diminish windfall profits to purchasers that receive benefit of purchase of Authority-discounted properties.
- Survey AHP conveyed property owners to generate demographic information.

Continued Services

- Lead the Design Review Committee process of determining if proposed designs fit within the neighborhood context.
- Adopt and implement measures that will support successful tenant stewardship of rental properties.
- Coordinate recapture provisions, outreach and education for existing owners and potential buyers of units on Authority conveyed properties prior to closing.
- Use CRP Team process to investigate and gain consensus on best practices to forestall windfall profits.
- Review sale recapture policies, and develop recommendations that are responsive to the needs of the Authority and homebuyers/homeowners.

3. MARKETING of HOUSING OPPORTUNITIES

Engage in Marketing and Promotion Activities; Identify, Form and Manage Partnerships Necessary to Facilitate Plan Implementation

New Services

- Create a database of community partners and stakeholders to communicate and promote Authority affordable housing activities.

Continued Services

- Publish AHP programs and materials related to housing and social determinants impacting housing opportunities and quality of life in target areas.
- Develop content for website and social media, and retain software and systems support.
- Collaborate and partner with community organizations to address mutual objectives and raise operational funding to meet the goals of AHP.
- Establish internship, research and fellowship positions through partnerships with institutions and professional associations.
- Create and/or distribute statements, media releases, articles, papers and other written messages that enhance visibility of AHP opportunities and activities.
- Collaborate with the Authority procured and other public relations professionals to promote AHP.
- Plan, promote, and sponsor Authority affordable housing events and activities.

4. AHOC MANAGEMENT & MARKETING

Promote the Development of a Transformative Affordable Housing Center

New Services

- Evaluate and retain contract compliance of retained Commercial Broker Leasing agency with use of best practices for commercial building operations, including research on comparable facilities.
- Evaluate and retain contract compliance of retained Property Management company with use of best practices for AHOC building operations.
- Identify and solicit AHOC occupants that address the mission of the Authority AHP.
- Seek funding for the activities and initiatives related to AHOC goals.
- Promote information sharing and collaboration around affordable housing policies, initiatives, programs and best practices through various modes.
- Monitor contract compliance and budget adherence of facility operations.
- Research and apply best practices from local and national affordable housing collaborative projects, partner projects, and informal cooperatives to enhance and demonstrate benefits of the AHOC model.
- Collaborate with occupants and leverage relationships to strengthen community-based outcomes.

5. ST. CHARLES MANAGEMENT & MARKETING

Manage twenty units of a multi-family affordable housing as demonstration project

New Services

- Retain one or more property management entities for planned low density (single family rental, duplexes, triplexes, fourplexes) rental units and evaluate contract compliance with operating residential facility pursuant to best practices.
- Solicit potential residents for the St. Charles Place residential facility, through community partnerships, relationships, memberships and

- outreach activities.
- Research requisite rental restrictions for sixty-percent and eighty-percent Area Median Income for household applicants for residential facility.
- Monitor contract compliance and budget adherence of facility operations.
- Design three new St. Charles Place South duplexes that are 2-2s (six units).
- Survey residents to learn critical needs related to quality of life issues and social determinants (i.e., food security, healthcare access, safety and transportation concerns).

6. AFFORDABLE HOUSING PLAN REFINEMENT

Refining the AHP to concrete implementation to support the development stage

New Services

- Determine timeline and process of deployment of lots on a multi-year basis.
- Survey occupants of AHP properties and units annually to determine impact of AHP conveyances on enhancement of quality of life and identify neighborhood impact of AHP programs.
- Survey AHP conveyed property owners to generate demographic information.

Continued Services

- Review information provided by architects, surveyors, and market analysts to determine potential number and size of units for Authority AHP properties.
- Conduct research on housing needs of households of varied AMI percentages to determine weight/preference to be given in order to target lower AMI incomes to the extent financially feasible.

7. COMPLETE COMMUNITIES/INSTITUTION PARTNERSHIPS - STATE AND LOCAL POLICIES

Engage in Complete Communities Processes; Support State and Local Policies that Develop Support for Affordable Housing and Encourage Participation in Civic and Personal Enrichment Activities; Continue Work on Community School Issues

New Services

- Engage with Complete Communities (CC) leadership and staff to ensure alignment of AHP activities and advocate for advancement of the CC initiative.

Continued Services

- Participate in activities (i.e., Complete Communities, Super Neighborhood #67) and coalitions (i.e., Houston Housing Collaborative; National Low Income Housing Coalition; Greater Houston Coalition for Social Determinants of Health; UH College of Medicine) that support policies and actions impacting social determinants that intersect with affordable housing.
- Engage in partnerships with institutions of higher education (i.e., Hobby School for Public Affairs; Institute for Urban Policy Research and Analysis; Humana

Institute; UH Health Research Institute; Kinder Institute) that result in research, publications, programs and policy advocacy that advance affordable housing and related social determinants.

- Research external funding source opportunities from public and private sources.
- Identify current as well as emerging critical initiatives and structures for CCPPI participation that support attainment of AHP goals and outcomes.
- Implement CC objectives and participate in CC activities improving target neighborhoods.
- Promote alignment of Authority-conveyed properties and activities with the CC initiative.
- Design and participate in symposia, webinars, community meetings, and community-focused continued education activities related to social determinants.
- Work with local neighborhood school leaders, advocates and community members to improve outcomes for students and systems that enhance ratings and impact ability to access tax credits.

8. RESEARCH AND REPORTING

Prepare, Develop and Provide Written Summaries, Reports, Plans, and Progress Reports; and, Develop Implementation Matrices based on Goals and Initiatives of AHP

New Services

- Perform affordable housing related research upon request of the Authority and as deemed necessary to implement the Affordable Housing Plan.

Continued Services

- Prepare weekly, monthly and semi-annual reports for compliance with Affordable Housing Initiative Services Agreement requirements.
- Participate in daily, weekly, monthly and periodic meetings necessary to prepare required documents and develop needed matrices in alignment with Goals and Initiatives of AHP.
- Retain appropriate support professionals that provide statements/reports necessary for CCPPI compliance with federal and state laws and regulations, including submission of all requisite reports and returns.
- Report all activities related to the AHP to Authority representatives, including presentations and reports for the Board and staff.

Exhibit B

CONFLICT OF INTEREST STATEMENT

The undersigned, the Chair of the Board of Directors of THE CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT (“CCPPI”) executes this statement according to Section 8.04 of the Amended and Restated Affordable Housing Initiative Services Agreement among CCPPI, REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “Zone”), and MIDTOWN REDEVELOPMENT AUTHORITY (the “Authority”), pursuant to Chapters 171 and 176, Texas Local Government Code, and hereby certifies as follows:

No member of the Authority’s Board of Directors has a substantial interest in CCPPI under Section 171.002, Texas Local Government Code.

If any member of the Authority’s Board of Directors or any person appointing any member of the Authority’s Board of Directors (in either case, a “Director”) has an employment or other business relationship with CCPPI under Section 176, Texas Local Government Code, CCPPI shall provide a disclosure statement which includes:

The Director’s business relationship with CCPPI, and gifts accepted by the Director or family member of the Director;

An acknowledgement from the Director that the disclosure applies to each family member of the Director, which covers a 12-month period; and

The signature of the Director acknowledging that the statement is made under oath under penalty of perjury.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this Conflict of Interest Statement to be executed on the ___ day of _____, 2021.

CENTER FOR CIVIC AND PUBLIC POLICY
IMPROVEMENT, INC.

By: _____

Name: _____

Title: Chair, Board of Directors

Exhibit C

INSURANCE

CCPPI shall obtain and maintain insurance coverage continuously during the term of this Agreement in accordance with the terms of this schedule through any combination of primary and excess coverage and, in the case of “claims made” coverage, for an additional two years thereafter.

A. Risks and Limits of Liability. The insurance required by this schedule shall insure against the following risks in at least the following amounts:

<u>Coverage</u>	<u>Limit of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	Bodily injury by Accident \$100,000 (each accident) Bodily injury by Disease \$500,000 (policy limit) Bodily injury by Disease \$100,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations (for a period of one year after completion of work)	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 Aggregate
Automobile Liability Insurance (for vehicles used in performing under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 Combined Single Limit per Occurrence
Professional Liability Coverage (for professional service contract only)	\$500,000 per claim \$1,000,000 aggregate
Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.	

B. Forms of Policies. The Authority may approve the form of the insurance policies, but nothing the Authority does or fails to do relieves CCPPI of its obligation to provide the required coverage under this Agreement.

C. Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in the Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States*.

D. Insured Parties. Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability, must name the City, the Authority and the Zone (and their respective officers, agents, and employees) as additional insured parties on the original policy and all renewals or replacements.

E. Deductibles. CCPPI shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the City, the Authority, the Zone and their respective officers, agents, or employees.

F. Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Authority thirty (30) days' advance written notice. CCPPI shall (and shall contract with each subcontractor to) give written notice to the Authority within five (5) days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

G. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, the Authority, the Zone and their respective officers, agents, or employees.

H. Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

I. Liability for Premium. CCPPI shall pay, (or shall contract with subcontractors to pay) all insurance premiums for coverage required by this schedule, and the City, the Authority and the Zone shall not be obligated to pay any premiums.

J. Subcontractors. Notwithstanding the other provisions of the schedule, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$100,000 per occurrence. CCPPI shall provide (or shall contract with subcontractors to provide) copies of insurance certificates to the Authority.

K. Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement, at the request of the Authority, CCPPI shall furnish the Authority with certificates of insurance maintained by CCPPI in accordance with this schedule along with an affidavit from CCPPI confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Authority, CCPPI shall furnish the City or the Authority with certified copies of CCPPI's actual insurance policies. Failure of CCPPI to comply with the requirements of this schedule shall constitute an event of default and the Authority, at its sole discretion, may (1) suspend performance by the Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with Authority funds and, deduct the cost of the premiums from amounts due to

CCPPI under this Agreement. The Authority shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

L. Other Insurance. If requested by the Authority, CCPPI shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CCPPI's operations under this Agreement.

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midtown
HOUSTON

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**CAPITAL
IMPROVEMENT
PROJECTS**

Capital Improvements Program

Parks and Greenspace

Bagby Park – Storage and Renovations

- Contractor has completed landscape, hardscape, and lighting punch list items and continues work to address storage/restroom punch list items.
- Kiosk tenant has submitted design plans to the City for permitting and will begin construction of kiosk improvements following City approval.

Change Orders

- CO #9 - Landscape additions behind stage.
 - o Amount: \$8,088.47

Construction Contract Budget

- Original Contract Amount: \$480,480.80
- Net Change Orders: \$282,578.02
- Contract Amount to Date: \$763,058.82

Caroline Street Reconstruction

- Contractor continues paving activity on eastern lanes between McGowen and Hadley.
- Work on rain gardens and electrical conduit for streetscape lighting and irrigation continues on blockfaces between Elgin and McGowen.
- Waterline and sanitary sewer installation is ongoing between Gray and Pierce.
- Contractor scheduled to begin paving on western lanes between McGowen and Hadley later this month.

Change Orders

- CO #37 - Sanitary sewer bypass equipment required to keep existing sanitary sewer line in service during construction.
 - o Amount: \$61,816.14
 - o TxDOT fee (4.95%): \$3,059.90
 - o Total: \$64,876.04
- CO #41 - Project overhead compensation for additional 95 working days included in previously approved time adjustments.
 - o Amount: \$246,470.85
 - o TxDOT fee (4.95%): \$12,200.31
 - o Total: \$258,671.16
- CO #43 - Project overhead compensation for time adjustment to add 24 working days to the contract due to AT&T manhole conflict impact on concrete operations.
 - o Amount: \$62,266.32 / 24 days
 - o TxDOT fee (4.95%): \$3,082.18
 - o Total: \$65,348.50

Construction Contract Budget

- Original Contract Amount: \$12,380,276.54

- Net Change Orders (including TxDOT fee): \$1,193,938.25
- Contract Amount to Date: \$13,574,214.79
- Change Order Time Adjustment Total – 129 days

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CONTRACT CHANGE ORDER

Project: Bagby Park Storage Building and Renovations

Date: 12/14/2020
 Change Order No.: 9
 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 8	\$ 274,489.55
Substantial Completion Date	1/6/2020	Amount of Change Order No. 9	\$ 8,088.47
Previously Approved Extension of Time	303	Total Change Orders to Date	\$282,578.02
Time added by this Change Order	0	Revised Contract Amount	\$ 763,058.82
Revised Completion Date	11/4/2020		

1. GENERAL STATEMENT OF CHANGE:

This order covers the contract modification as follows:

Clean up the landscaping behind the stage, including 3-Inches of mulch, planting 6 - 30 gallon pink oleander plants, top soil, all material and labor.

2. TIME: 0 Calendar Days

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* 12/14/2020
 (Date)

Jerdon Enterprises, LP
 Contractor

Walter P. Moore
 Engineer

By: _____
 (Date)

By: _____
 (Date)

CONTRACT CHANGE ORDER

Project: Bagby Park Storage Building and Renovations

Date: 12/14/2020
 Change Order No.: 9
 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>Cost</u>
CO9A	1	Lump Sum	\$ 8,088.47	Clean up the landscaping behind the stage, including 3-Inches of mulch, planting 6 - 30 gallon pink oleander plants, top soil, all material and labor, Complete in Place:	\$8,088.47
TOTAL AMOUNT OF CHANGE ORDER NO. 9					\$8,088.47



CHANGE ORDER NBR.

37

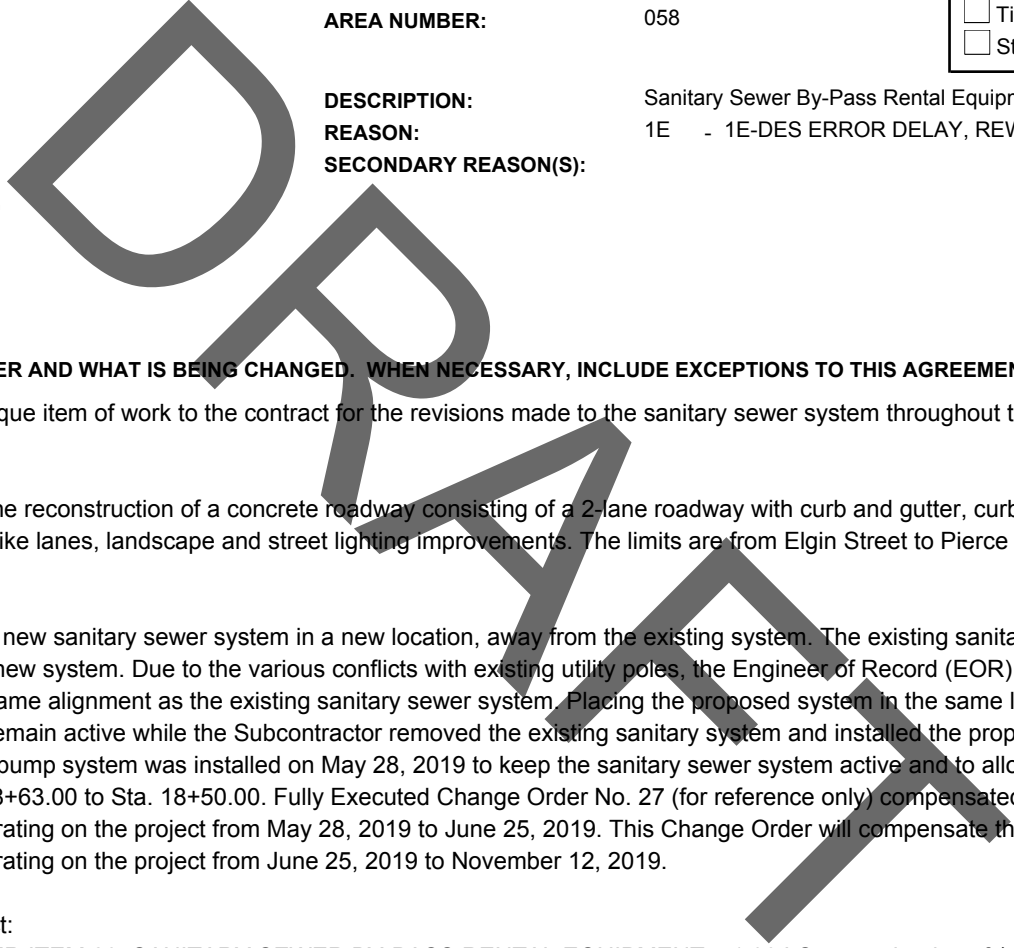
REPORT DATE: 11/19/2020 4:33:54PM

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: \$12,904,800.47
PEND ADJ PROJ AMT: \$13,017,094.30
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$61,816.14
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$61,816.14
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Frank Leong, P.E.
AREA NUMBER: 058

DESCRIPTION: Sanitary Sewer By-Pass Rental Equipment
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 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:

This Change Order provides for adding one unique item of work to the contract for the revisions made to the sanitary sewer system throughout the project. This Change Order will not require additional time.

The project plans, designed by ESPA, call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, waterlines, 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 original plans called for the installation of a new sanitary sewer system in a new location, away from the existing system. The existing sanitary sewer system was to be abandoned in place upon installation of the new system. Due to the various conflicts with existing utility poles, the Engineer of Record (EOR) redesigned the proposed sanitary sewer system to be placed along the same alignment as the existing sanitary sewer system. Placing the proposed system in the same location as the existing system required the sanitary sewer system to remain active while the Subcontractor removed the existing sanitary system and installed the proposed sanitary system simultaneously. Due to this revision, a by-pass pump system was installed on May 28, 2019 to keep the sanitary sewer system active and to allow for the installation of the proposed sanitary sewer system from Sta. 8+63.00 to Sta. 18+50.00. Fully Executed Change Order No. 27 (for reference only) compensated the Contractor for costs incurred to have the by-pass pump system operating on the project from May 28, 2019 to June 25, 2019. This Change Order will compensate the Contractor for the costs incurred to have the by-pass pump system operating on the project from June 25, 2019 to November 12, 2019.

The following items will be added to the contract:

- Item 9608-2028, UNIQUE CHANGE ORDER ITEM 28, SANITARY SEWER BY-PASS RENTAL EQUIPMENT – 1.00 LS at a unit price of \$61,816.14/LS, where DOL=LS. After a thorough review of the Contractor’s pricing support documentation, the unit price submitted is fair and reasonable.

The revisions covered by this Change Order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total Change Order amount for this project has exceeded 10 percent of the original contract amount, and this Change Order will require the approval of the District Engineer. The revisions covered by this Change Order are estimated to overrun the funds authorized for this project by \$61,816.14. 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% (\$3,059.90) making the third party total cost \$64,876.04.

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: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

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CONTRACT ID 091271003

CHANGE ORDER NBR. 37

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	4047	96082028		UNIQUE CHANGE ORDER ITEM 28	DOL	61,816.14000	0.000	1.000	1.000	\$61,816.14
		CO DESCR		CO 37, SANITARY SEWER BY-PASS RENTAL EQUIPMENT, DOL=LS						
		ADDTL CO DESCR 1		CO 37, SANITARY SEWER BY-PASS RENTAL EQUIPMENT, DOL=LS						
CHANGE ORDER AMOUNT										\$61,816.14

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CHANGE ORDER NBR.

41

REPORT DATE: 11/16/2020 3:12:31PM

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: \$12,904,800.47
PEND ADJ PROJ AMT: \$13,017,094.30
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$246,470.85
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$246,470.85
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Frank Leong, P.E.
AREA NUMBER: 058

DESCRIPTION: Additional Project Overhead Compensation
REASON: 1E - 1E-DES ERROR DELAY, REWORK, INEFF-CONSLT
SECONDARY REASON(S): 006D - 6D-UNTIMELY ROW/UTILITIES (OTHER)

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	

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

The project calls for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, storm sewer, waterlines, sanitary sewer lines, bike lanes, landscape and lighting improvements along Caroline Street from Elgin Street to Pierce Street, a total of 3.64 miles in Harris County, Texas.

The subject project was awarded to the Contractor on April 27, 2017 for a project amount of \$12,380,276.54. The contract defined the project duration as 360 Working Days (WD) or 24 Months. Based on the start date of July 16, 2018, the original contract time expired on July 09, 2020. Executed Change Order No. 1 (for reference only) and Change Order No. 5 (for reference only) already compensated the additional project overhead incurred from September 2017 (original estimated contract start date) to July 2018 (actual contract start date).

On July 22, 2020, the Contractor submitted an additional project compensation request using a "Measured Mile" approach. In the submitted documents, the Contractor requested that the Department issue a Change Order with a unique bid item in the amount of \$56,458.48 to be paid monthly to cover the overhead costs past the original contract 24 months (after June 2020).

After a detailed review of the documentation provided (see supporting documentation for details), and following several meetings and negotiations between the Contractor and the Department, it is the conclusion of the analysis that the acceptable and compensable amount for project overhead costs will be paid for APPROVED WORKING DAY ADDED BY TIME IMPACT ANALYSIS (TIA) ONLY, as per the Special Provision 004-017, Article 4.4.A.1.b, using a 7.55% rate. The estimated compensation results in \$2,594.43 per Working Day.

The in-process Change Order No. 21 (additional 30 WD) has been excluded from the compensation since the Change Order amount already includes profit and overhead (25% labor, 15% equipment, etc.).

This Change Order will compensate for the approved additional 95 Working Days reviewed at this Change Order time execution. The total compensation amount results in \$246,470.85 (\$2,594.43 x 95 WD).

The following item will be added to the contract:

- Item 9608-2035, UNIQUE CHANGE ORDER ITEM 35, ADDITIONAL PROJECT OVERHEAD – 95.00 DAY at a unit price of 2,594.43/DAY, where DOL=DAY.

The revisions covered by this Change Order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total Change Order amount for this project has exceeded 10 percent of the original contract amount, and this Change Order will require the approval of the District Engineer. The revisions covered by this Change Order are estimated to overrun the funds authorized for this project by \$246,470.85. 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% (\$12,200.31) making the third party total cost \$258,671.16.

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: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

DRAFT

CONTRACT ID 091271003

CHANGE ORDER NBR. 41

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	4054	96082035		UNIQUE CHANGE ORDER ITEM 35	DOL	2,594.43000	0.000	95.000	95.000	\$246,470.85
		CO DESCR		CO 41, ADDITIONAL PROJECT OVERHEAD, DOL=DAY						
		ADDTL CO DESCR 1		CO 41, ADDITIONAL PROJECT OVERHEAD, DOL=DAY						
									CHANGE ORDER AMOUNT	\$246,470.85

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CHANGE ORDER NBR.

43

REPORT DATE: 12/7/2020 11:31:26AM

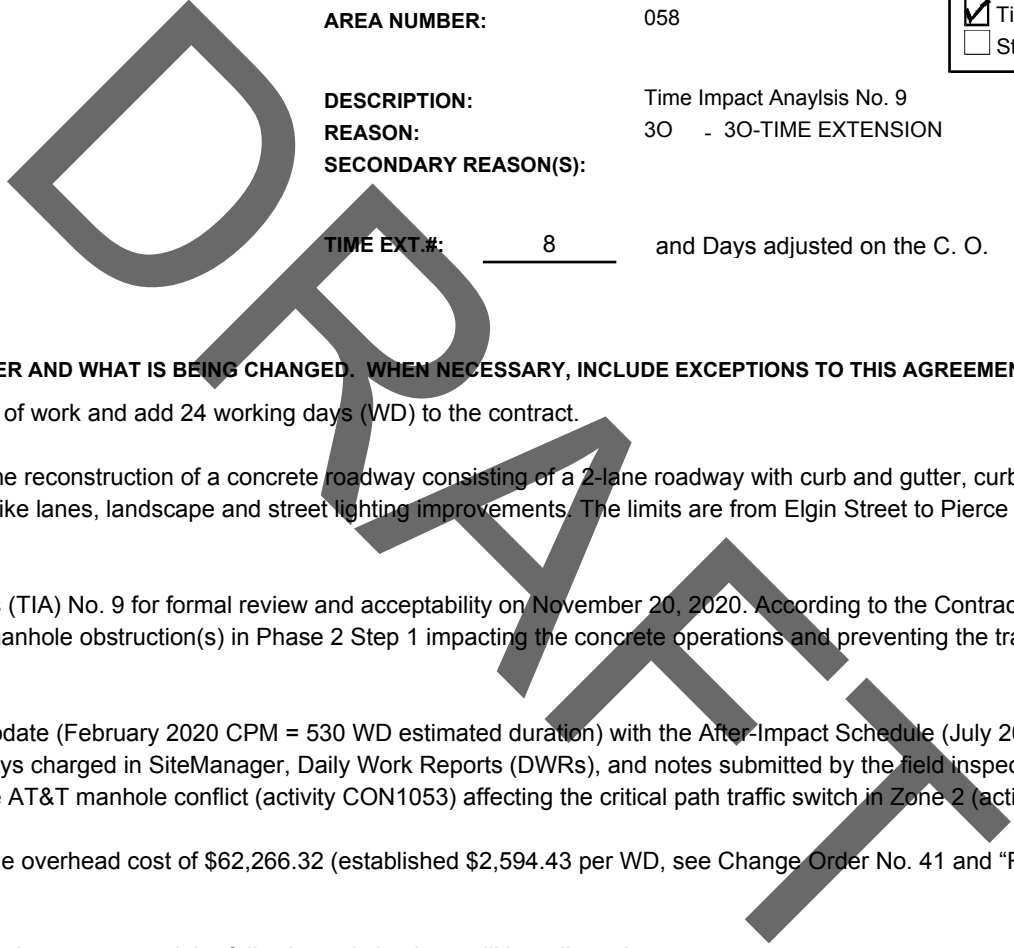
CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,017,094.30
PEND ADJ PROJ AMT: \$13,017,094.30
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$62,266.32
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$62,266.32
APPRV LEVEL:

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Frank Leong, P.E.
AREA NUMBER: 058

DESCRIPTION: Time Impact Anaylsis No. 9
REASON: 30 - 30-TIME EXTENSION
SECONDARY REASON(S):

TIME EXT.#: 8 and Days adjusted on the C. O. 24

Functions:	
<input 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 checked="" 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:

This Change Order will adjust one existing item of work and add 24 working days (WD) to the contract.

The project plans, designed by ESPA, call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, waterlines, 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 Contractor submitted Time Impact Analysis (TIA) No. 9 for formal review and acceptability on November 20, 2020. According to the Contractor's narrative letter, the project was impacted by 24 WD due to AT&T manhole obstruction(s) in Phase 2 Step 1 impacting the concrete operations and preventing the traffic switch to Zone 2 (Phase 3 Step 1 configuration).

After comparing the Before-Impact Schedule update (February 2020 CPM = 530 WD estimated duration) with the After-Impact Schedule (July 2020 CPM = 554 WD estimated duration) and reviewing the actual days charged in SiteManager, Daily Work Reports (DWRs), and notes submitted by the field inspectors, the conclusion is that the project was impacted 24 WD due to the AT&T manhole conflict (activity CON1053) affecting the critical path traffic switch in Zone 2 (activity PH3.1-1110).

The addition of 24 WD will result in compensable overhead cost of \$62,266.32 (established \$2,594.43 per WD, see Change Order No. 41 and "Request for equitable contract adjustment review report" for details).

Therefore, this Change Order will add 24 WD to the contract and the following existing item will be adjusted:

- Item 9608-2035, UNIQUE CHANGE ORDER ITEM 35, ADDITIONAL PROJECT OVERHEAD – increased by 24.00 DAYS.

The revisions covered by this Change Order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total Change Order amount for this project has exceeded 10 percent of the original contract amount, and this Change Order will require the approval of the District Engineer. The revisions covered by this Change Order are estimated to overrun the funds authorized for this project by \$62,266.32. 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% (\$3,082.18) making the third party total cost \$65,348.50.

TIME ADJUSTMENTS	ADJUSTED DAYS	EXPLANATION
CONTRACT	24	Additional time for administrative project duration due to AT&T manhole obstructions impacting the concrete pavement operations and preventing the traffic switch to Zone 2 (Phase 3 Step 1 configuration).

"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: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

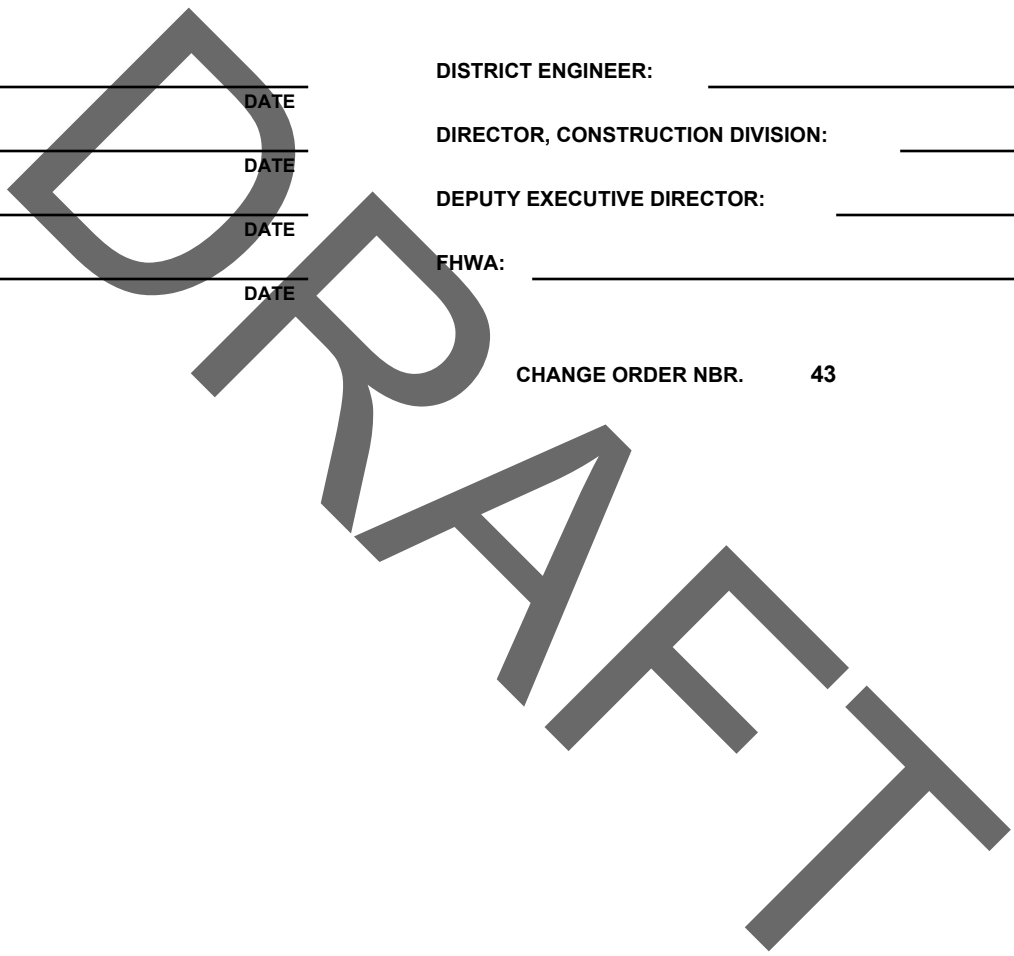
DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

AREA ENGINEER'S SEAL:

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CHANGE ORDER NBR. 43



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CHANGE ORDER NBR. 43

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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	4054	96082035		UNIQUE CHANGE ORDER ITEM 35	DOL	2,594.43000	95.000	24.000	119.000	\$62,266.32
		CO DESCR		CO 41, ADDITIONAL PROJECT OVERHEAD, DOL=DAY						
		ADDTL CO DESCR 1		CO 41, ADDITIONAL PROJECT OVERHEAD, DOL=DAY						
									CHANGE ORDER AMOUNT	\$62,266.32

DRAFT