



midtown
H O U S T O N

**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
May 25, 2023**



**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 regular** meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on **Thursday, May 25, 2023, at 12:30 P.M. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door) Houston, Texas 77002.** The meeting location will be open to the public during open portions of the meeting. The public will be permitted to offer comments as provided on the agenda and as permitted by the presiding officer during the meeting.

The Board of Directors of each of the Authority and the Midtown Reinvestment Zone will (i) consider, present and discuss orders, resolutions or motions; (ii) adopt, approve and ratify such orders, resolutions or motions; and (iii) take other actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order and Introduction of Guests.
2. Public Comment.
3. Agenda for the Midtown Reinvestment Zone:
 - a. Minutes for March 30, 2023.
4. Consent Agenda for the Authority:
 - a. Minutes for March 30, 2023.
 - b. Monthly financial reports for February, March & April 2023.
 - c. Ratify Agreement with The Morton Accounting Services.
5. Approve Investment Report for the Quarter Ending March 31, 2023.
6. Resolution Authorizing the Midtown Redevelopment Authority to Expend Certain Funds on behalf of the City of Houston ("City") Pursuant to and at the Request of the City

7. Midtown Affordable Housing Program:

- a. Affordable Housing Operations Campus.
 - i. Change Orders.
 - ii. Interior Design Services Work Order – Smith & Company Architects.
- b. Recommendation from CCPPI and Roberta Burroughs & Associates to Move Forward with Agreements for Conveyance of Land to Various Not-for Profit and For-Profit Developers for the Construction of Single-Family For-Sale Affordable Homes and Confirming Executive Director's Authorization to Execute such Agreements on Behalf of the Midtown Redevelopment Authority.
- c. Affordable Housing Report.

8. Midtown Capital Improvements Program:

- a. Caroline Street Reconstruction – ESPA Corp/KCI
 - i. Change Orders
- b. Mobility and Pedestrian Improvements
 - i. Professional Services Agreement – Gauge Engineering
- c. Midtown Parks and Public Space
 - i. Master Plan Update Presentation – Lionheart Places
- d. Hermann Park Bike Pathway
 - i. Grant Application

9. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards 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).

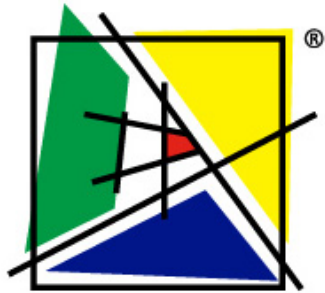
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

10. Adjourn.



Matt Thibodeaux

Executive Director MT/ks



midtown
H O U S T O N

**CONSENT AGENDA
ZONE AND
AUTHORITY**

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

March 30, 2023

A regular meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held in person at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002, on Thursday, March 30, 2023, 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	Michael Lewis	8	John Thomas
4	Michael F. Murphy	9	Zoe Middleton
5	Al Odom		

and all the above were present except Directors Foster, Goren, Murphy and Thomas.

In attendance were Authority staff members: Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Todd Edwards, David Thomas, Sally Adame, Cynthia Alvarado, Willie Larry, and Jalisa Hurst; Peggy Foreman of Burney & Foreman; Barron F. Wallace of Bracewell LLP; Alex Ramirez of Design Workshop; Algenita Davis, Linda Mitchell, Bob Bradford and Angie Gomez of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Bryan Brown of The Goodman Corporation; Edwin Friedrichs and Rachel Ray of Walter P. Moore Engineering; Jennifer Curley of City of Houston; and Zack Martin of MCMD.

Chair Odom called the meeting to order.

MINUTES FOR FEBRUARY 23, 2023.

Director Lewis made a motion to approve the minutes of February 23, 2023. The motion was seconded by Director Fenz and carried by unanimous vote.

EXECUTIVE SESSION

The Board did not enter a closed executive session.

ADJOURN

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

Caton Fenz, Secretary

Date

DRAFT

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

March 30, 2023

A regular meeting of the Board of Directors (the "Board") of the Midtown Redevelopment Authority (the "Authority") was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002, on Thursday, March 30, 2023, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
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In attendance were Authority staff members: Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Todd Edwards, David Thomas, Sally Adame, Cynthia Alvarado, Willie Larry, and Jalisa Hurst; Peggy Foreman of Burney & Foreman; Barron F. Wallace of Bracewell LLP; Alex Ramirez of Design Workshop; Sean Haley, Algenita Davis, Linda Mitchell, Bob Bradford and Angie Gomez of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Bryan Brown of The Goodman Corporation; Edwin Friedrichs and Rachel Ray of Walter P. Moore Engineering; Jennifer Curley of City of Houston; and Zack Martin of MCMD.

Chairman Odom called the meeting to order.

PUBLIC COMMENTS

Scott Harbers, a Midtown resident, thanked the Board Members for their service to the Midtown Community and asked that the staff evaluate whether the Authority can undertake mowing the frontage areas within the boundaries of the Authority.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR FEBRUARY 23, 2023.

MONTHLY FINANCIAL REPORTS FOR FEBRUARY 2023.

ACKNOWLEDGMENT OF FIRST AMENDMENT TO AHOC LEASE WITH CHANGE HAPPENS!

Matt Thibodeaux, Executive Director, presented the consent agenda except for Item 4.c. He announced that Item 4.c was being pulled from the Consent Agenda and would be considered at a future Board meeting. Director Goren made a motion to approve the Consent Agenda as presented. The motion was seconded by Director Fenz. Director Lewis stated that he had some questions regarding the Monthly Financial Reports for February 2023. The Chair announced that Item 4.b would be pulled from the Consent Agenda and considered at next month's Board meeting to allow time for Directors to get answers to any questions they

may have. Director Goren made an amended motion to approve item 4.a of the Consent Agenda. The motion was seconded by Director Fenz and carried by unanimous vote.

APPROVE INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2022.

Mr. Thibodeaux presented the Investment Report for the Quarter ending December 31, 2022. He reported the average yield of all interest-bearing accounts for the 4th Quarter of 2022 was 1.895% and that the total interest earned was \$271,776.00. Director Fenz made a motion to accept the Investment Report for the Quarter ending December 31, 2022. The motion was seconded by Director Middleton. Following all discussion, the motion carried by unanimous vote.

MIDTOWN AFFORDABLE HOUSING PROGRAM.

AFFORDABLE HOUSING OPERATIONS CAMPUS:

Marlon Marshall reported that the tenants on Levels 2, 4 & 5 are waiting on certain furniture items and that build-out is expected to be completed in late May 2023.

CHANGE ORDERS:

Mr. Marshall presented a Change Order in the amount of \$10,586.44 for the Change Happens suite. This change order represents a quote from Harvey Builders of \$5,810.16 to add Rockwood pulls, door handles and door locks back to the contract and \$4,776.28 for purchase and installation of two televisions, including blocking, power and rough-in for data and AV. Director Fenz made a motion to approve the Harvey Builders Change Order in the amount of \$10,586.44. The motion was seconded by Director Lewis and carried unanimously.

Mr. Marshall presented a Change Order for Telios Engineering Additional Service Proposal Agreement for design of an additional 3,400 square feet of interior build-out on Level 2 for Community Cloth. The additional service fee for the additional scope shall be a fixed fee of \$4,800.00. Director Lewis made a motion to approve the Change Order for Telios Engineering Additional Service Proposal Agreement for the design of an additional 3,400 square feet of interior build-out on Level 2 for Community Cloth in the amount of \$4,800.00. The motion was seconded by Director Bond and carried unanimously.

FIRST AMENDMENT TO PROPERTY MANAGEMENT AGREEMENT FOR ONE EMANCIPATION CENTER.

Mr. Edwards advised the Bord that the Property Management Company presented a First Amendment to the Property Management Agreement for which they requested an extension of the term for an addition 2 years until March 31, 2025. The MRA staff and consultants are currently in the process of reviewing the request and will respond to same.

RESOLUTION RELATING TO AUTHORIZED SIGNATORY(IES) FOR MRA AFFORDABLE HOUSING REAL ESTATE TRANSACTIONS.

This item was pulled from the agenda.

AFFORDABLE HOUSING REPORT

Todd Edwards reported that the staff and consultants continue to work with City of Houston representatives to establish the terms and conditions for the City to provide \$ \$15,000.00 per lot for approximately 40 lots to be developed as affordable housing. The funds are intended to be used for reimbursement of certain infrastructure costs.

MIDTOWN CAPITAL IMPROVEMENTS PROGRAM

CAROLINE STREET RECONSTRUCTION – ESPA CORP/KCI

Mr. Marshall reported that the contractor continues to work on the punch list items and that the design team was working on plans to address the punch list deficiencies which will not be addressed by the TxDOT contractor which include lane ponding. He reported that he has received reports that at the MRA's request, TxDOT agreed to re-evaluate some of the punch list items identified by the MRA staff and consultants. Mr. Marshall stated that the MRA team is continuing to meet with property owners to review property damage caused by the TxDOT contractor. He additionally reported on the upcoming work on Caroline Street which includes installation of remaining pavement markings, pedestrian and rain garden lighting, and landscape maintenance/warranty replacements. Director Lewis asked if the line-of-sight landscaping errors on Tuam would be reviewed. Mr. Marshall answered that those issues would be addressed during the punch list deficiencies discussions.

CHANGE ORDERS

Mr. Marshall reported that there are no change orders to present at this meeting.

NORTH HOUSTON HIGHWAY IMPROVEMENT PROJECT (NHHIP) – CAROLINE/WHEELER DECK PARK.

Mr. Marshall reported that OJB Landscape Architecture continues the conceptual design for the Caroline/Wheeler Deck Park as part of North Houston Highway Improvement Project (NHHIP). He additionally reported that the Cap Park design was not awarded a grant because support letters from the City of Houston and Congresswoman Shelia Jackson Lee were not presented. The City of Houston and Harris County each entered into a Memorandum of Understanding with TxDOT regarding NHHIP, ending the pending lawsuit filed by Harris County against TxDOT relating to the NHHIP.

The Federal Highway Administration (FHWA) and TxDOT signed a Voluntary Resolution Agreement resolving the FHWA Title VI investigation of NHHIP and lifting FHWA's pause on the project. Now that the lawsuit has ended, the MRA will reach out again for support letters for grant funding. He stated that a presentation to the Board is anticipated to take place in the next couple of months.

MIDTOWN SAFE STREETS AND ROADS FOR ALL PLAN.

Mr. Marshall reported that The Goodman Corporation is working to develop mobility safety improvement projects to best leverage the \$1,000,000 federal funding opportunities through the Infrastructure Investment and Jobs Act awarded to

Congresswoman Shelia-Jackson Lee's District. The consultants evaluated projects identified during a community survey based on the criteria of safety, mobility, access, equity, and public input to select final projects for further cost benefit analysis for grant pursuit. The draft of proposed safety improvements was presented to focus groups and City of Houston representatives for review and feedback. It is anticipated that the plan will be presented to the Board in the next few months.

MIDTOWN PARKS AND PUBLIC SPACE MASTER PLAN.

Mr. Marshall reported that meetings with the property owners will wrap up in the next few weeks and that a presentation will be made to the Board in a couple of months regarding the Midtown Parks and Public Space Master Plan.

EXECUTIVE SESSION

The Board did not enter into a closed executive session.

ADJOURN

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

Caton Fenz, Secretary

Date

FINANCIALS FOR
FEBRUARY & MARCH 2023

DRAFT

Midtown Redevelopment Authority

Profit & Loss

July 2022 through April 2023

	Jul '22 - Apr 23
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400007 · HISD PASS THROUGH	
400025 · Interest-Debt Service & Reserve	148,662.19
400026 · Interest-Other Bond Funds	6,087.97
400029 · Interest - Affordable Housing	131,128.59
400030 · Interest-Operating Funds	423,790.81
400032 · Other Revenue	430,064.48
400040 · 3131 EMANCIPATION	145,662.55
400041 · Affordable Housing Apts Units (Apartment rental income Affordable Housing units)	86,804.60
400042 · 402 & 410 Tenant Inome	170,282.09
Total 400000 · Revenue & Support	1,542,483.28
400441 · Bagby Park Kiosk Lease	85,350.00
Total Income	1,627,833.28
Gross Profit	1,627,833.28
Expense	
500000 · BOND FUND EXPENSES	
500419 · Camden Int.	348,427.23
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	107,207.99
500012 · T- 0237 Baldwin Park	
500021 · T-0203 Entry Portals	45,275.00
500046 · T-0221 Midtown Park	1,195.25
500412 · T-0239 Brazos St Recon	165,348.52
504000 · Projects & Expenses - Other	392,714.00
Total 504000 · Projects & Expenses	711,740.76
505000 · T-0220 Afford.Hous Lnd Bk Prg	3,389.15
Total 500000 · BOND FUND EXPENSES	1,063,557.14
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	170,468.75
510017 · T-0220 Drainage Fees	18,586.11
510018 · Fines	3,369.60
512001 · T-0220 Aff Hous Expense	3,866,929.45
512002 · Interest Expense	263,026.41
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.)	
5120034 · Operatings Center Insurance	1,031.42
5120037 · Tenant Emprovements (Professional project managements services to assist in the ...	880.00
5120039 · 3131 Electricity	7,026.66
5120040 · Utiltites Water	
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.) - Other	1,354,629.35
Total 512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.)	1,363,567.43
Total 510008 · T-0220 Afford Housing Land Bnk	5,685,947.75
510010 · T-0237 Baldwin Park Upgrades	174,769.04
510019 · T-0214 Caroline St	81,637.20
510024 · T-0204 Infrastruc/Street Lights	152.59
510041 · CIP Program Expenses	
510094 · Midtown CIP TM	37,343.75
510041 · CIP Program Expenses - Other	8,610.00
Total 510041 · CIP Program Expenses	45,953.75

	Jul '22 - Apr 23
510043 · T-0234 Parks & Open Space & Mob	58,790.94
510045 · T-0224 HTC I - Bldg Maintenance	179,090.37
510046 · T-0221 Midtown Pk	11,319.15
510096 · T-0207 Opr of Zone Prj Faciliti	298,270.51
510102 · HMAAC Interest Expense	23,569.23
510400 · KIOS at Bagby Park	49,375.44
510534 · T-0225 Mobility & Pedest Imprv	244,137.75
510700 · Municipal Services Costs	70,000.00
511001 · T-0232 Public & Cultural Fac	1,595,000.00
511002 · T-0233 Midtown Park Garage	6,094.93
Total 510000 · INCREMENT PROJECTS/EXPENSE	8,524,108.65
510034 · FTA Phase IV McGowen	32,500.00
550000 · General & Admin. Expense	
550002 · Contract Labor	7,002.75
550003 · Rent Expense (Additional office space)	12,088.38
550004 · Salaries	
550005 · Salary Reimb & Office Expp (AH & MMD Reimbursements)	-273,029.52
550014 · Health Insruance	129,479.90
550015 · AFLAC	3,973.94
550018 · Life Insurance	277.81
550021 · 401K contributions	35,480.96
550004 · Salaries - Other	1,169,044.46
Total 550004 · Salaries	1,065,227.55
5500047 · Overtime	123.75
550007 · Courier Service	2,899.34
550008 · Office Supply & Expense	7,970.63
550009 · Misc Exp	38,455.02
550010 · Telephone & Utilities	
5500117 · GAS	1,593.58
550110 · Cellular Service	1,335.83
550113 · Drainage fee	384.44
550010 · Telephone & Utilities - Other	3,432.08
Total 550010 · Telephone & Utilities	6,745.93
550012 · Postage	908.06
550019 · Special Projects (Special Projects as determined by the City of Houston)	48.93
550020 · Int Expense BBVA (Int Expense BBVA)	113,632.96
550022 · Bank Charges & Fees	25,532.76
550023 · Trust Expenses	17,528.00
550025 · Professional Services	218,333.01
550026 · Accounting Consultants	117,760.62
550028 · Legal Consultants	116,535.98
550030 · Planning Consultants	3,680.01
550031 · HTC Bldg Maintenance	39,671.07
550032 · Engineering Consultants	280,845.57
550033 · Professional Fees/Other Consult	150.00
550034 · Equip Rent & Lease Expense	7,615.19
550036 · Licenses & Fees	1,213.83
550037 · Workman's Comp Insurance	3,819.43
550038 · Insurance - All	452,888.60
550039 · Computers & Repairs & Maint	54,698.95
550040 · Repair & Maintenance	16,740.52
550044 · Payroll Expense & PR Tax Exp	12,801.29
550045 · Payroll Fees	19,827.91
550046 · Reimb. Employee Office Exp.	64.06
550047 · Soc Sec - Medicare	105,135.74
550050 · Depreciation Expense	205,624.08
550052 · Depre Expense-Midtown Park	477,363.87

	Jul '22 - Apr 23
550053 · Deprec Expense-Works of Art	21,773.34
550058 · Travel	9,976.49
550061 · Public Relations	95,000.00
Total 550000 · General & Admin. Expense	3,559,683.62
550051 · Dep Exp - Midtown Park/Garage	346,573.44
600000 · Bond Related Expenses	
550055 · Amort Bond Prem	-439,540.74
560039 · 2013 Bond Series Int Expense	830,845.35
560040 · 2015 Bond Int Expense	261,864.60
560041 · 2017 Bond Int Expense	1,320,656.22
560042 · 2020 Bond Int Exp	315,225.00
600000 · Bond Related Expenses - Other	9,500.00
Total 600000 · Bond Related Expenses	2,298,550.43
66900 · Reconciliation Discrepancies	-0.01
Total Expense	15,824,973.27
Net Ordinary Income	-14,197,139.99
Other Income/Expense	
Other Expense	31,525.10
Net Other Income	-31,525.10
Net Income	-14,228,665.09

Midtown Redevelopment Authority
Balance Sheet
As of April 30, 2023

Apr 30, 23

ASSETS

Current Assets

Checking/Savings

101001 · Wells Fargo Ope Acctg 64040	523,558.61
101002 · Infrastructure Projects 1731	959.89
101010 · WF Surplus Acct 63943	2,130,970.45
101020 · WF FTA Enhanced Path 63919	60.55
101030 · Wells Fargo 1094 (income from tenantss)	245,290.74
102200 · Logic Operating Account (Investment Account)	12,975,133.64
103200 · TexStar Operating Acct 1111	7,163.59
103600 · Wells Fargo Oper Inves 63901	736.56
103700 · WF Operating Saving 3215777180	45,173.17
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	2,942,237.24
104022 · WF Pilot Program 3935	346.91
104116 · TexStar Aff. Hsng MM 1800	2,075.80
104200 · Logic Affordable Housing (Investment Account)	3,188,060.24
1043000 · PNC BBVA USA	804,824.36
1044000 · Wells Fargo NAI - 2259 (NAI Partners Account)	22,292.89

Total 104000 · Affordable Housing Accounts 6,959,837.44

105000 · Trustee Investments

105001 · Pledge Revenue Fund 422885	4,607.12
105002 · Debt Service Fund	7,534,302.65
105003 · Reserve Fund 422897	7,576,811.63
105009 · Austin Park Maint. Fund 422919	3,656.98
107000 · BOND FUNDS	4,477.09

Total 105000 · Trustee Investments 15,123,855.47

Total Checking/Savings

38,012,740.11

Accounts Receivable

130100 · Tax Increments Receivable	-2,002,234.33
170000 · Accounts Receivable	
170008 · KIOS	-6,400.00
170010 · Midtown Management District	170,320.15
170011 · Midtown Parks Conservancy	38,706.99
170020 · HX Houston Exponential AR	46,471.84
170021 · HTC BUILTOUT	338,285.67
170050 · MRA AHF	-160,594.96
170095 · Rent receivable HMMAC	2,100.00
170000 · Accounts Receivable - Other	43,900.76

Total 170000 · Accounts Receivable 472,790.45

Total Accounts Receivable

-1,529,443.88

Other Current Assets

-19,172.00

Total Current Assets

36,464,124.23

Midtown Redevelopment Authority

Balance Sheet

As of April 30, 2023

Apr 30, 23

Fixed Assets

150000 · Fixed Assets	
150010 · Office Furniture & Equipment	47,789.92
150011 · Accumulated Depreciation-Furn.	-26,321.36
150012 · 3300 Main st	5,000.00
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	-2,644,856.61
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-2,370,233.02
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,535,641.01
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	-189,768.67
1500784 · Acc Depr Office Housng & Garage	-820,804.00
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	20,678,880.88
150078D · Midtown Park - Depreciable Asse	10,140,723.49
150078E · Land - Operations Center	1,999,033.00
150078F · Bagby Park	-104,979.00
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	29,095,076.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale) (Land purchase for resale)	36,907,557.36
150080A · Land Held for Resale	-4,651,527.47
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-535,995.30
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-504,735.00
150000 · Fixed Assets - Other	-181,063.50

Total 150000 · Fixed Assets 120,318,294.40

Total Fixed Assets 120,318,294.40

Other Assets 307.96

TOTAL ASSETS 156,782,726.59

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 2,028,308.72

Other Current Liabilities

200001 · Current Liabilities

200005 · Accrued Expenses 261,005.00

201000 · Operating Account Liabilities -3,432.48

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of April 30, 2023

	Apr 30, 23
201001 · MIDCORP Kios	-295,726.98
201002 · Due to MPC	15,850.00
202000 · Project Fund Liabilities	18,578.35
2021061 · Due from FWRA for AFLAC	-2,838.88
2022100 · Security Deposit - Office Rent	5,878.89
204000 · HMAAC NOTE - CURRENT	633,353.26
2103008 · CRI Current Camden	-1.04
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	646,466.12
200CRI · CRI	3,000,000.00
2030112 · BBVA Taxable Loan	2,458,222.96
2030113 · BBVA LOAN TAX EXEMPT	4,610,375.11
2103007 · Developer Advances Midtown Park	3,534,090.00
25000 · Retainage Payable (Retainage)	48,136.98
Total Other Current Liabilities	14,297,291.17
Total Current Liabilities	16,325,599.89
Long Term Liabilities	
210000 · Long Term Liabilities	
210047 · Bonds Payable Series '13	21,875,000.00
210048 · Current Portion Bonds Payable	3,785,000.00
210049 · Bond Payable Series '15	5,180,000.00
210050 · Bond Payable Series 2017	35,255,000.00
210053 · Accrued Bond Int 2015 series	261,864.55
210055 · Accrued Bond Interest 13 Series	830,845.70
210056 · Accrued Bond Interest Series 11	0.02
210058 · Series 2013 BOND PREMIUM	842,345.07
210059 · Series 2015 Bond Prem	186,816.15
210060 · Accrued Bond Interst 2020	315,225.04
210061 · Series 2017 Bond Premium	3,006,309.75
210062 · Accrued Bond Interest Series 17	1,318,155.14
210063 · Series 2020 Bond Premium	1,639,567.95
210064 · Bonds Payable Series 2020	8,565,000.00
2103000 · LOANS	
Total 210000 · Long Term Liabilities	83,061,129.37
Total Long Term Liabilities	83,061,129.37
Total Liabilities	99,386,729.26
Equity	
1110 · Retained Earnings (Retained Earnings)	71,624,662.42
Net Income	-14,228,665.09
Total Equity	57,395,997.33
TOTAL LIABILITIES & EQUITY	156,782,726.59

Midtown Redevelopment Authority
Wells Fargo Oper 64040 Disbursements
April 25 - May 23, 2023

Date	Num	Name	Memo	Credit
101001 · Wells Fargo Ope Acctg 64040				
04/25/2023	ACH	City of Houston - Water	155065	122.20
04/25/2023	ACH	City of Houston - Water	155065	861.65
04/25/2023	ACH	City of Houston - Water	155065	1,502.43
04/25/2023	ACH	City of Houston - Water	155065	1,847.92
04/25/2023	ACH	CENTERPOINT ENERGY 4	GAS SERICE AT 410 & 402 PIERCE 640281...	36.52
04/25/2023	ACH	AFLAC	March 2023	3,021.28
04/27/2023	10704	A. O. Phillips & Associates, LLC	Consulting Services for the Period ending Mar...	1,235.00
04/27/2023	10705	Angelika Northrup	Office Administration - April 17 - April 21, 2023	405.00
04/27/2023	10706	Equi-Tax, Inc.	MontlyConsultation Service fee per contract	500.00
04/27/2023	10707	FireTron, Inc.		1,670.00
04/27/2023	10708	Goode Systems & Consulting Inc		2,816.50
04/27/2023	10709	Melanie Rodriguez	Office Admin Support - April 17 - April 21, 2023	375.00
04/27/2023	10711	Purchase Power	Postage	336.47
04/27/2023	10712	Walter P. Moore		35,485.47
04/27/2023	10713	Wulfe & Co.	Consulting for Bagby Park and Midown Park	3,400.00
04/27/2023	ACH	G&A Partners	PR 4/27/23	83,109.01
05/04/2023	10714	Angelika Northrup	Office Administration - April 24 - April 28, 2023	686.25
05/04/2023	10715	Bee-Line Delivery Service, Inc.	550008	246.81
05/04/2023	10716	Melanie Rodriguez	Office Admin Support - April 24 - April 27, 2023	240.00
05/04/2023	10717	Midtown Scouts Square Property. LP	Contract Parking Spaces - 12	900.00
05/10/2023	10718	American Elevator Inspections	Annual Hydraulic Elevator Inspection	196.00
05/10/2023	10719	Angelika Northrup	Office Administration - May 1 - May 5, 2023	517.50
05/10/2023	10720	J. Kru Land Services LLC	Tuam Townhomes Irrigation Repairs	9,040.00
05/10/2023	10721	Melanie Rodriguez	Office Admin Support - May 1 - May 4, 2023	210.00
05/10/2023	10722	NEVA Corporation		1,000.00
05/10/2023	10723	Staples Advantage	Office supplies	1,624.87
05/15/2023	ACH	City of Houston - Water	155065	1,351.98
05/15/2023	ACH	City of Houston - Water	155065	1,697.78
05/18/2023	10724	Comcast	410 SERVICE Ste #355	258.61
05/18/2023	10725	Comcast Business	402 & 410 SERVICE ACCT# 708743225	1,495.65
05/18/2023	10726	Design Workshop, Inc.		10,805.00
05/18/2023	10727	Goode Systems & Consulting Inc	IT Service - Dell Latitude (2)	4,450.99
05/18/2023	10732	Bracewell LLP		36,950.25
05/18/2023	10733	Angelika Northrup	Office Administration - May 8 - May 12, 2023	630.00
05/18/2023	10734	Melanie Rodriguez	Office Admin Support - May 8 - May 12, 2023	150.00
05/18/2023	10735	The Morton Accounting Services	April 2023 CPA Services	19,098.53
05/18/2023	10728	Michelle Ashton	Communications Consultant - 04/29- 05/12	30.00
05/18/2023	10729	Kandi Schramm	550046	77.25
05/18/2023	10730	Medley		3,680.01
05/18/2023	10731	Wulfe & Co.	Consulting for Bagby Park and Midown Park	3,400.00
05/18/2023	10736	Goode Technology Group	IT Services	157.50
05/18/2023	10737	Flextg Financial Services	CANNON/IR-C5750I	984.74
05/18/2023	10738	THR Enterprises, Inc.	Cleaning Serices - March and April 2023	3,500.00
05/18/2023	10739	Winning Way Services, Inc.	Project Number TABS2020006298	475.00
Total 101001 · Wells Fargo Ope Acctg 64040				240,579.17
TOTAL				240,579.17

Midtown Redevelopment Authority
Wells Fargo Aff Housing Disbursements
April 20 - May 23, 2022

Type	Date	Num	Name	Memo	Credit
104000 - Affordable Housing Accounts					
104021 - WF Afford Hous 3927					
Bill Pmt -Check	04/27/2023	4094	Kirksey Architecture, LLC	CCPPI Third Ward Building March	2,039.99
Bill Pmt -Check	04/27/2023	4095	Roberta F. Burroughs & Asso...	Project: Midtown Affordable Housing Plan - Impl Srvs...	8,000.00
Bill Pmt -Check	04/29/2023	ACH	City of Houston - Water	155065	156.02
Bill Pmt -Check	04/29/2023	ACH	City of Houston - Water	155065	110.67
Bill Pmt -Check	04/29/2023	ACH	City of Houston - Water	155065	22.47
Bill Pmt -Check	04/29/2023	ACH	City of Houston - Water	155065	21.32
Bill Pmt -Check	04/29/2023	ACH	City of Houston - Water	155065	21.78
Bill Pmt -Check	04/29/2023	ACH	City of Houston - Water	155065	51.11
Bill Pmt -Check	04/29/2023	ACH	City of Houston - Water	155065	54.93
Bill Pmt -Check	04/29/2023	ACH	City of Houston - Water	155065	25.34
Bill Pmt -Check	05/01/2023	ACH	City of Houston - Water	155065	421.18
Bill Pmt -Check	05/04/2023	4096	Five Pillar Pro		10,800.00
Bill Pmt -Check	05/04/2023	4097	Martin Construction Managem...	Professional Services from 03-01-23 thru 04-30-23	21,000.00
Bill Pmt -Check	05/18/2023	4098	D.E. Harvey Builders		739,675.46
Bill Pmt -Check	05/18/2023	4099	Bracewell LLP	CCPPI Development Agreement - April2023	2,262.50
Bill Pmt -Check	05/18/2023	4100	Smith & Company Architects, I...	Architects	3,547.62
Bill Pmt -Check	05/18/2023	4101	Vergel Gay & Associates	Project Mgt Sevices Emanicipation Bld Tenant improv...	2,842.00
Total 104021 - WF Afford Hous 3927					<u>791,052.39</u>
Total 104000 - Affordable Housing Accounts					<u>791,052.39</u>
TOTAL					<u><u>791,052.39</u></u>

Midtown Redevelopment Authority

Profit & Loss

July 2022 through March 2023

	Jul '22 - Mar 23
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400007 · HISD PASS THROUGH	
400025 · Interest-Debt Service & Reserve	148,662.19
400026 · Interest-Other Bond Funds	6,087.97
400029 · Interest - Affordable Housing	114,296.53
400030 · Interest-Operating Funds	369,633.75
400032 · Other Revenue	428,112.15
400040 · 3131 EMANCIPATION	112,240.80
400041 · Affordable Housing Apts Units (Apartment rental income Affordable Housin...	71,451.26
400042 · 402 & 410 Tenant Inome	154,155.34
Total 400000 · Revenue & Support	1,404,639.99
400441 · Bagby Park Kiosk Lease	24,500.00
Total Income	1,429,139.99
Gross Profit	1,429,139.99
Expense	
500000 · BOND FUND EXPENSES	
500419 · Camden Int.	348,427.23
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	107,207.99
500012 · T- 0237 Baldwin Park	
500021 · T-0203 Entry Portals	40,270.00
500046 · T-0221 Midtown Park	1,195.25
500412 · T-0239 Brazos St Recon	12,172.20
504000 · Projects & Expenses - Other	392,714.00
Total 504000 · Projects & Expenses	553,559.44
505000 · T-0220 Afford.Hous Lnd Bk Prg	
500037 · Operations Center	500.00
Total 505000 · T-0220 Afford.Hous Lnd Bk Prg	500.00
Total 500000 · BOND FUND EXPENSES	902,486.67
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	168,206.25
510017 · T-0220 Drainage Fees	17,341.79
510018 · Fines	3,369.60
512001 · T-0220 Aff Hous Expense	3,108,000.99
512002 · Interest Expense	263,026.41
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.)	
5120034 · Operatings Center Insurance	1,031.42
5120037 · Tenant Improvements (Professional project managements services to a...	880.00
5120039 · 3131 Electricity	7,026.66
5120040 · Utilites Water	
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.) - Ot...	1,265,473.12
Total 512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.)	1,274,411.20
Total 510008 · T-0220 Afford Housing Land Bnk	4,834,356.24
510010 · T-0237 Baldwin Park Upgrades	174,769.04
510019 · T-0214 Caroline St	69,246.85
510024 · T-0204 Infrastruc/Street Lights	152.59

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July 2022 through March 2023

	Jul '22 - Mar 23
510041 · CIP Program Expenses	
510094 · Midtown CIP TM	33,956.25
510041 · CIP Program Expenses - Other	8,110.00
Total 510041 · CIP Program Expenses	42,066.25
510043 · T-0234 Parks & Open Space & Mob	50,400.94
510045 · T-0224 HTC I - Bldg Maintenance	166,498.48
510046 · T-0221 Midtown Pk	11,319.15
510096 · T-0207 Opr of Zone Prj Faciliti	298,270.51
510102 · HMAAC Interest Expense	21,244.09
510400 · KIOS at Bagby Park	40,374.67
510534 · T-0225 Mobility & Pedest Imprv	227,248.62
510700 · Municipal Services Costs	70,000.00
511001 · T-0232 Public & Cultural Fac	1,595,000.00
511002 · T-0233 Midtown Park Garage	6,094.93
Total 510000 · INCREMENT PROJECTS/EXPENSE	7,607,042.36
510034 · FTA Phase IV McGowen	32,500.00
550000 · General & Admin. Expense	
550002 · Contract Labor	3,376.50
550003 · Rent Expense (Additional office space)	11,188.38
550004 · Salaries	
550005 · Salary Reimb & Office Expp (AH & MMD Reimbursements)	-273,029.52
550014 · Health Insruance	116,531.91
550015 · AFLAC	935.84
550018 · Life Insurance	249.83
550021 · 401K contributions	31,531.26
550004 · Salaries - Other	1,015,422.26
Total 550004 · Salaries	891,641.58
5500047 · Overtime	123.75
550007 · Courier Service	2,590.30
550008 · Office Supply & Expense	6,345.76
550009 · Misc Exp	22,683.69
550010 · Telephone & Utilities	
5500117 · GAS	1,557.06
550110 · Cellular Service	1,191.40
550113 · Drainage fee	303.21
550010 · Telephone & Utilities - Other	3,173.47
Total 550010 · Telephone & Utilities	6,225.14
550012 · Postage	571.59
550019 · Special Projects (Special Projects as determined by the City of Houston)	48.93
550022 · Bank Charges & Fees	23,009.51
550023 · Trust Expenses	17,528.00
550025 · Professional Services	208,723.72
550026 · Accounting Consultants	98,662.09
550028 · Legal Consultants	82,973.23
550031 · HTC Bldg Maintenance	38,671.07
550032 · Engineering Consultants	272,182.76
550033 · Professional Fees/Other Consult	150.00
550034 · Equip Rent & Lease Expense	6,261.11
550036 · Licenses & Fees	1,213.83
550037 · Workman's Comp Insurance	3,419.95
550038 · Insurance - All	452,888.60
550039 · Computers & Repairs & Maint	47,131.96
550040 · Repair & Maintenance	13,240.52
550044 · Payroll Expense & PR Tax Exp	12,761.62

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July 2022 through March 2023

	Jul '22 - Mar 23
550045 · Payroll Fees	17,727.33
550046 · Reimb. Employee Office Exp.	64.06
550047 · Soc Sec - Medicare	93,383.60
550050 · Depreciation Expense	205,624.08
550052 · Depre Expense-Midtown Park	477,363.87
550053 · Deprec Expense-Works of Art	21,773.34
550058 · Travel	7,944.29
550061 · Public Relations	95,000.00
Total 550000 · General & Admin. Expense	3,142,494.16
550051 · Dep Exp - Midtown Park/Garage	346,573.44
600000 · Bond Related Expenses	
550055 · Amort Bond Prem	-439,540.74
560039 · 2013 Bond Series Int Expense	830,845.35
560040 · 2015 Bond Int Expense	261,864.60
560041 · 2017 Bond Int Expense	1,320,656.22
560042 · 2020 Bond Int Exp	315,225.00
600000 · Bond Related Expenses - Other	9,500.00
Total 600000 · Bond Related Expenses	2,298,550.43
66900 · Reconciliation Discrepancies	-0.01
Total Expense	14,329,647.05
Net Ordinary Income	-12,900,507.06
Other Income/Expense	
Other Expense	
999990 · Ask My Accountant	4,415.39
Total Other Expense	4,415.39
Net Other Income	-4,415.39
Net Income	-12,904,922.45

Midtown Redevelopment Authority

Balance Sheet

As of March 31, 2023

	<u>Mar 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	1,378,507.55
101002 · Infrastructure Projects 1731	959.17
101010 · WF Surplus Acct 63943	1,579,678.47
101020 · WF FTA Enhanced Path 63919	60.51
101030 · Wells Fargo 1094 (income from tenantss)	229,163.99
102200 · Logic Operating Account (Investment Account)	12,922,076.95
103200 · TexStar Operating Acct 1111	7,135.26
103600 · Wells Fargo Oper Inves 63901	736.00
103700 · WF Operating Saving 3215777180	45,139.03
Affordable Housing Accounts	
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	3,233,197.30
104022 · WF Pilot Program 3935	346.65
104116 · TexStar Aff. Hsng MM 1800	2,067.65
104200 · Logic Affordable Housing (Investment Account)	3,175,023.52
1043000 · PNC BBVA USA	1,093,853.06
1044000 · Wells Fargo NAI - 2259 (NAI Partners Account)	34,974.91
Total 104000 · Affordable Housing Accounts	7,539,463.09
Trustee Investments	
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	4,591.30
105002 · Debt Service Fund	7,534,302.65
105003 · Reserve Fund 422897	7,576,811.63
105009 · Austin Park Maint. Fund 422919	3,644.37
107000 · BOND FUNDS	4,477.09
Total 105000 · Trustee Investments	15,123,827.04
Total Checking/Savings	38,826,747.06
Accounts Receivable	
130100 · Tax Increments Receivable	
103150 · City of Houston - Tax Increment	-3,913,126.33
103152 · Harris County Tax Increment	1,910,892.00
Total 130100 · Tax Increments Receivable	-2,002,234.33
Accounts Receivable	
170000 · Accounts Receivable	
170008 · KIOS	-6,400.00
170010 · Midtown Management District	170,320.15
170011 · Midtown Parks Conservancy	38,706.99
170020 · HX Houston Exponential AR	46,471.84
170021 · HTC BUILTOUT	338,285.67
170050 · MRA AHF	-160,594.96
170000 · Accounts Receivable - Other	43,900.76
Total 170000 · Accounts Receivable	470,690.45
Total Accounts Receivable	-1,531,543.88
Other Current Assets	-19,172.00
Total Current Assets	37,276,031.18

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of March 31, 2023

Mar 31, 23

Fixed Assets

150000 · Fixed Assets	
150010 · Office Furniture & Equipment	47,789.92
150011 · Accumulated Depreciation-Furn.	-26,321.36
150012 · 3300 Main st	5,000.00
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	-2,644,856.61
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-2,370,233.02
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,535,641.01
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	-189,768.67
1500784 · Acc Depr Office Housng & Garage	-820,804.00
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-2,426,014.12
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	20,678,880.88
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-3,447,627.51
150078D · Midtown Park - Depreciable Asse - Other	13,588,351.00
Total 150078D · Midtown Park - Depreciable Asse	10,140,723.49
150078E · Land - Operations Center	1,999,033.00
150078F · Bagby Park	-104,979.00
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	29,095,076.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale) (Land purchase for resale)	
150081 · Earnest Money	-49,744.89
150082 · Option Fees	8,170.00
150803 · Affordable Housing Legal	104,930.05
150804 · Affordable Housing Misc	753,699.46
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) (Land purchase for resale) - Other	35,963,752.46
Total 150080 · Land (Resale) (Land purchase for resale)	36,907,557.36

Midtown Redevelopment Authority

Balance Sheet

As of March 31, 2023

	Mar 31, 23
150080A · Land Held for Resale	-4,366,919.87
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-535,995.30
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-504,735.00
150000 · Fixed Assets - Other	-181,063.50
Total 150000 · Fixed Assets	120,602,902.00
Total Fixed Assets	120,602,902.00
Other Assets	
180000 · Travel Advance	307.96
Total Other Assets	307.96
TOTAL ASSETS	157,879,241.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	1,617,344.57
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	261,005.00
201000 · Operating Account Liabilities	-3,432.48
201001 · MIDCORP Kios	-295,726.98
201002 · Due to MPC	15,850.00
202000 · Project Fund Liabilities	18,578.35
2021061 · Due from FWRA for AFLAC	-2,322.72
2022100 · Security Deposit - Office Rent	5,878.89
204000 · HMAAC NOTE - CURRENT	715,234.00
2103008 · CRI Current Camden	-1.04
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	728,863.02
200CRI · CRI	3,000,000.00
2030112 · BBVA Taxable Loan	2,573,347.96
2030113 · BBVA LOAN TAX EXEMPT	4,670,250.11
2103007 · Developer Advances Midtown Park	3,534,090.00
25000 · Retainage Payable (Retainage)	48,136.98
Total Other Current Liabilities	14,554,688.07
Total Current Liabilities	16,172,032.64
Long Term Liabilities	
210000 · Long Term Liabilities	
210047 · Bonds Payabe Series '13	21,875,000.00
210048 · Current Portion Bonds Payable	3,785,000.00
210049 · Bond Payable Series '15	5,180,000.00
210050 · Bond Payable Series 2017	35,255,000.00
210053 · Accrued Bond Int 2015 series	261,864.55
210055 · Accrued Bond Interest 13 Series	830,845.70
210056 · Accrued Bond Interest Series 11	0.02
210058 · Series 2013 BOND PREMIUM	842,345.07
210059 · Series 2015 Bond Prem	186,816.15
210060 · Accrued Bond Interst 2020	315,225.04

No assurance is provided no these financial statements

Midtown Redevelopment Authority
Balance Sheet
As of March 31, 2023

	Mar 31, 23
210061 · Series 2017 Bond Premium	3,006,309.75
210062 · Accrued Bond Interest Series 17	1,318,155.14
210063 · Series 2020 Bond Premium	1,639,567.95
210064 · Bonds Payable Series 2020	8,565,000.00
2103000 · LOANS	-73,660.84
	<hr/>
Total 210000 · Long Term Liabilities	82,987,468.53
	<hr/>
Total Long Term Liabilities	82,987,468.53
	<hr/>
Total Liabilities	99,159,501.17
	<hr/>
Equity	
1110 · Retained Earnings (Retained Earnings)	71,624,662.42
Net Income	-12,904,922.45
	<hr/>
Total Equity	58,719,739.97
	<hr/>
TOTAL LIABILITIES & EQUITY	<u>157,879,241.14</u>

Midtown Redevelopment Authority
Wells Fargo Oper 64040 Disbursements

March 29 - April 24, 2023

Date	Num	Name	Memo	Credit
101001 · Wells Fargo Ope Acctg 64040				
03/30/2023	10657	Angelika Northrup	VOID: Office Administration - Mar 20 - Mar 24, 2023	
03/30/2023	10658	Design Workshop, Inc.	VOID:	
03/30/2023	10659	Goode Systems & Consulting Inc	VOID:	
03/30/2023	10660	Goode Technology Group		1,442.20
03/30/2023	10661	IDS Engineering Group	Professional Serv through Feb 25, 2023 Project 117...	4,553.98
03/30/2023	10662	Melanie Rodriguez	Office Admin Support - Mar 20 - Mar 24, 2023	360.00
03/30/2023	10663	NEVA Corporation		1,875.37
03/30/2023	10664	The Tab Store	BLANK TABS	214.34
03/30/2023	10665	THR Enterprises, Inc.		3,815.00
03/30/2023	10666	Walter P. Moore		19,734.43
03/30/2023	10667	Willscot		3,088.38
03/30/2023	10668	Jerdon Enterprises, L.P.	Professional Services Through Feb 28, 2023 Project...	9,297.65
03/30/2023	10669	Design Workshop, Inc.	VOID:	
03/30/2023	10670	Angelika Northrup	Office Administration - Mar 20 - Mar 24, 2023	540.00
03/30/2023	10671	Design Workshop, Inc.		17,825.00
03/30/2023	10672	Goode Systems & Consulting Inc		2,816.50
04/05/2023	10673	Angelika Northrup	Office Administration - Mar 27 - Mar 31, 2023	540.00
04/05/2023	10674	Bee-Line Delivery Service, Inc.	550008	107.05
04/05/2023	10675	Melanie Rodriguez	Office Admin Support - Mar 27 - Mar 30, 2023	300.00
04/05/2023	10676	Michelle Ashton	Communications Consultant - 3/18- 3/31	30.00
04/05/2023	10677	Midtown Scouts Square Property. LP	Contract Parking Spaces - 12	900.00
04/05/2023	10678	FireTron, Inc.		320.00
04/05/2023	10679	United National Insurance Agency	Commercial D & O Renewal	10,482.00
04/05/2023	10680	FML Floral Marketing International	Flower Spray - Edwards	600.00
04/05/2023	10681	Ready Refresh	March - Building Water	241.94
04/05/2023	10682	Ready Refresh	Feb - Building Water (less sales tax)	137.72
04/13/2023	10683	Angelika Northrup	Office Administration - April 3 - April 7, 2023	630.00
04/13/2023	10684	Goode Systems & Consulting Inc		3,116.00
04/13/2023	10685	Melanie Rodriguez	Office Admin Support - April 3 - April 6, 2023	315.00
04/13/2023	10686	Staples Advantage	Office supplies	791.43
04/13/2023	10687	The Goodman Corporation		25,425.00
04/19/2023	10688	Angelika Northrup	Office Administration - April 10 - April 14, 2023	675.00
04/19/2023	10689	Bracewell LLP		11,544.92
04/19/2023	10690	Comcast Business	402 & 410 SERVICE ACCT# 708743225	1,495.65
04/19/2023	10691	Comcast	410 SERVICE Ste #355	258.61
04/19/2023	10692	Design Workshop, Inc.	Houston Midtown District Work Order#1 Project 006...	4,845.00
04/19/2023	10693	Equi-Tax, Inc.	MontlyConsultation Service fee per contract	500.00
04/19/2023	10694	Flextg Financial Services	CANNON/IR-C57501	677.04
04/19/2023	10695	IDS Engineering Group	Professional Serv through March 25, 2023 Project 1...	6,286.13
04/19/2023	10696	Juan Perez	Paint 3rd Floor Suites Bldg 410	2,900.00
04/19/2023	10697	Lion Heart	Project 043-001 Midtown Work order 1	1,981.25
04/19/2023	10698	Melanie Rodriguez	Office Admin Support - April 10 - April 13, 2023	300.00
04/19/2023	10699	OJB	On Call Services - WO 1	16,240.00
04/19/2023	10700	The Morton Accounting Services	March 2023 CPA Services	14,847.28
04/19/2023	10702	Vision	1000 Business Cards	235.00
04/22/2023		/	QuickBooks generated zero amount transaction for b...	
04/22/2023		Bracewell LLP	0051910.000003 Capital Improvement Project	2,125.00
04/22/2023		City of Houston - Water	QuickBooks generated zero amount transaction for b...	
Total 101001 · Wells Fargo Ope Acctg 64040				174,409.87
TOTAL				174,409.87

Midtown Redevelopment Authority
Wells Fargo Aff Housing Disbursements

March 29 - April 19, 2023

Type	Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts					
104021 · WF Afford Hous 3927					
Bill Pmt -Check	03/29/2023	4077	Five Pillar Pro		14,400.00
Bill Pmt -Check	03/29/2023	4078	Jarrett's Appraisal Service		4,800.00
Bill Pmt -Check	03/29/2023	4079	Kirksey Architecture, LLC	CCPPI Third Ward Building January	4,093.11
Bill Pmt -Check	03/29/2023	4080	Smith & Company Architects, Inc.	Architects	2,450.00
Bill Pmt -Check	03/29/2023	4081	TransTeQ	February Landscaping	48,436.36
Bill Pmt -Check	04/05/2023	4082	American Fence Company, Inc.		593.50
Bill Pmt -Check	04/05/2023	4083	TransTeQ	January Landscaping	48,973.28
Bill Pmt -Check	04/13/2023	4084	CCPPI	Midtown Affordable Housing Plan Grant February 2023	119,083.33
Bill Pmt -Check	04/13/2023	4085	Martin Construction Management ...	Professional Services from 02-01-23 thru 02-28-23	11,200.00
Bill Pmt -Check	04/19/2023	4086	American Fence Company, Inc.		453.00
Bill Pmt -Check	04/19/2023	4088	Four Eleven LLC	Landscape Services March 2023	55,458.15
Bill Pmt -Check	04/19/2023	4089	D.E. Harvey Builders	One Emancipation L4 Pay App #3	321,759.32
Bill Pmt -Check	04/19/2023	4087	LIMB Co.	VOID: Affordable Housing MIDH 002 22 Website Requests	
Bill Pmt -Check	04/19/2023	4091	LIMB Co.	Affordable Housing MIDH 002 22 Website Requests	72.50
Bill Pmt -Check	04/19/2023	4092	Smith & Company Architects, Inc.	Architects	5,292.00
Bill Pmt -Check	04/19/2023	4093	Vergel Gay & Associates	Project Mgt Sevices Emancipation Bld Tenant improvement pr...	2,722.00
Total 104021 · WF Afford Hous 3927					639,786.55
Total 104000 · Affordable Housing Accounts					639,786.55
TOTAL					639,786.55

Midtown Redevelopment Authority

Profit & Loss

July 2022 through February 2023

	Jul '22 - Feb 23
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400007 · HISD PASS THROUGH	
400025 · Interest-Debt Service & Reserve	148,662.19
400026 · Interest-Other Bond Funds	6,087.97
400029 · Interest - Affordable Housing	98,186.90
400030 · Interest-Operating Funds	310,548.03
400032 · Other Revenue	428,085.25
400040 · 3131 EMANCIPATION	112,240.80
400041 · Affordable Housing Apts Units (Apartment rental income Affordable Housing units)	60,389.39
400042 · 402 & 410 Tenant Inome	141,428.09
Total 400000 · Revenue & Support	1,305,628.62
400441 · Bagby Park Kiosk Lease	24,500.00
Total Income	1,330,128.62
Gross Profit	1,330,128.62
Expense	
500000 · BOND FUND EXPENSES	
500419 · Camden Int.	348,427.23
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	105,226.74
500021 · T-0203 Entry Portals	27,845.00
500046 · T-0221 Midtown Park	1,195.25
Total 504000 · Projects & Expenses	134,266.99
Total 500000 · BOND FUND EXPENSES	482,694.22
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	168,206.25
510017 · T-0220 Drainage Fees	15,610.91
510018 · Fines	3,369.60
512001 · T-0220 Aff Hous Expense	2,482,551.55
512002 · Interest Expense	263,026.41
512003 · Operations Center (3117 Emancipation Ave & 3112 St Charles St.)	
5120034 · Operatings Center Insurance	1,031.42
5120037 · Tenant Improvements (Professional project managements services to assist in the mana...	880.00
5120039 · 3131 Electricity	7,026.66
5120040 · Utilites Water	
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.) - Other	1,230,248.46
Total 512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.)	1,239,186.54
Total 510008 · T-0220 Afford Housing Land Bnk	4,171,951.26
510010 · T-0237 Baldwin Park Upgrades	174,769.04
510019 · T-0214 Caroline St	67,095.07
510024 · T-0204 Infrastruc/Street Lights	152.59
510041 · CIP Program Expenses	
510094 · Midtown CIP TM	28,325.00
510041 · CIP Program Expenses - Other	7,610.00
Total 510041 · CIP Program Expenses	35,935.00

Midtown Redevelopment Authority

Profit & Loss

July 2022 through February 2023

	Jul '22 - Feb 23
510043 · T-0234 Parks & Open Space & Mob	40,155.94
510045 · T-0224 HTC I - Bldg Maintenance	149,560.06
510046 · T-0221 Midtown Pk	11,319.15
510096 · T-0207 Opr of Zone Prj Faciliti	148,261.87
510102 · HMAAC Interest Expense	18,868.84
510400 · KIOS at Bagby Park	40,374.67
510534 · T-0225 Mobility & Pedest Imprv	225,823.62
510700 · Municipal Services Costs	70,000.00
511001 · T-0232 Public & Cultural Fac	1,595,000.00
511002 · T-0233 Midtown Park Garage	6,094.93
Total 510000 · INCREMENT PROJECTS/EXPENSE	6,755,362.04
510034 · FTA Phase IV McGowen	32,500.00
550000 · General & Admin. Expense	
550002 · Contract Labor	
550003 · Rent Expense (Additional office space)	7,200.00
550004 · Salaries	
550005 · Salary Reimb & Office Expp (AH & MMD Reimbursements)	-136,889.07
550014 · Health Insurance	103,583.92
550015 · AFLAC	3,424.14
550018 · Life Insurance	221.85
550021 · 401K contributions	27,873.98
550004 · Salaries - Other	1,012,210.35
Total 550004 · Salaries	1,010,425.17
5500047 · Overtime	123.75
550007 · Courier Service	2,399.86
550008 · Office Supply & Expense	6,471.35
550009 · Misc Exp	22,683.69
550010 · Telephone & Utilities	
5500117 · GAS	1,499.76
550110 · Cellular Service	902.52
550113 · Drainage fee	242.52
550010 · Telephone & Utilities - Other	3,718.12
Total 550010 · Telephone & Utilities	6,362.92
550012 · Postage	571.59
550019 · Special Projects (Special Projects as determined by the City of Houston)	48.93
550022 · Bank Charges & Fees	20,245.83
550023 · Trust Expenses	17,528.00
550025 · Professional Services	188,421.93
550026 · Accounting Consultants	83,814.81
550028 · Legal Consultants	77,059.56
550031 · HTC Bldg Maintenance	36,795.70
550032 · Engineering Consultants	258,331.13
550034 · Equip Rent & Lease Expense	6,387.63
550036 · Licenses & Fees	1,213.83
550037 · Workman's Comp Insurance	3,021.52
550038 · Insurance - All	392,567.22
550039 · Computers & Repairs & Maint	47,015.52
550040 · Repair & Maintenance	12,976.16
550044 · Payroll Expense & PR Tax Exp	12,509.18
550045 · Payroll Fees	15,776.75
550046 · Reimb. Employee Office Exp.	64.06
550047 · Soc Sec - Medicare	81,662.19
550058 · Travel	6,725.99

No assurance is provided on these financial statements

Midtown Redevelopment Authority
Profit & Loss
July 2022 through February 2023

	Jul '22 - Feb 23
550061 · Public Relations	87,500.00
550201 · CIP	<u>-1,281.79</u>
Total 550000 · General & Admin. Expense	2,404,622.48
600000 · Bond Related Expenses	
560040 · 2015 Bond Int Expense	26,186.46
600000 · Bond Related Expenses - Other	<u>9,500.00</u>
Total 600000 · Bond Related Expenses	35,686.46
66900 · Reconciliation Discrepancies	<u>-0.01</u>
Total Expense	<u>9,710,865.19</u>
Net Ordinary Income	-8,380,736.57
Other Income/Expense	
Other Expense	
999990 · Ask My Accountant	<u>2,196.74</u>
Total Other Expense	<u>2,196.74</u>
Net Other Income	<u>-2,196.74</u>
Net Income	<u><u>-8,382,933.31</u></u>

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of February 28, 2023

	<u>Feb 28, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	569,897.99
101002 · Infrastructure Projects 1731	958.49
101010 · WF Surplus Acct 63943	1,578,558.82
101020 · WF FTA Enhanced Path 63919	60.46
101030 · Wells Fargo 1094 (income from tenantss)	216,436.74
102200 · Logic Operating Account (Investment Account)	14,363,528.54
103200 · TexStar Operating Acct 1111	7,107.43
103600 · Wells Fargo Oper Inves 63901	735.48
103700 · WF Operating Saving 3215777180	45,107.03
104000 · Affordable Housing Accounts	6,753,905.32
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	4,575.33
105002 · Debt Service Fund	7,534,302.65
105003 · Reserve Fund 422897	7,576,811.63
105009 · Austin Park Maint. Fund 422919	3,633.44
107000 · BOND FUNDS	4,477.09
Total 105000 · Trustee Investments	<u>15,123,800.14</u>
Total Checking/Savings	38,660,096.44
Accounts Receivable	
130100 · Tax Increments Receivable	-2,002,234.33
170000 · Accounts Receivable	464,803.66
Total Accounts Receivable	<u>-1,537,430.67</u>
Other Current Assets	<u>-19,172.00</u>
Total Current Assets	37,103,493.77
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	47,789.92
150011 · Accumluated Depreciation-Furn.	-26,321.36
150012 · 3300 Main st	5,000.00
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	-2,544,836.91
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-2,264,628.64
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,535,641.01
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	-167,995.33
1500784 · Acc Depr Office Housng & Garage	-820,804.00

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of February 28, 2023

	Feb 28, 23
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-2,079,440.68
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	21,025,454.32
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-2,970,263.64
150078D · Midtown Park - Depreciable Asse - Other	13,588,351.00
Total 150078D · Midtown Park - Depreciable Asse	10,618,087.36
150078E · Land - Operations Center	1,999,033.00
150078F · Bagby Park	-104,979.00
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	29,095,076.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale) (Land purchase for resale)	
150081 · Earnest Money	-49,744.89
150082 · Option Fees	8,170.00
150803 · Affordable Housing Legal	104,930.05
150804 · Affordable Housing Misc	753,699.46
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) (Land purchase for resale) - Other	36,123,520.46
Total 150080 · Land (Resale) (Land purchase for resale)	37,067,325.36
150080A · Land Held for Resale	-3,099,946.87
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-535,995.30
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-504,735.00
Total 150000 · Fixed Assets	123,262,041.23
Total Fixed Assets	123,262,041.23
Other Assets	
180000 · Travel Advance	307.96
Total Other Assets	307.96
TOTAL ASSETS	160,365,842.96
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	1,836,651.47
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	261,005.00
201000 · Operating Account Liabilities	-3,432.48
201001 · MIDCORP Kios	-295,726.98
201002 · Due to MPC	15,850.00
202000 · Project Fund Liabilities	18,578.35

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of February 28, 2023

	Feb 28, 23
2021061 · Due from FWRA for AFLAC	-2,322.72
2022100 · Security Deposit - Office Rent	5,878.89
204000 · HMAAC NOTE - CURRENT	715,234.00
2103008 · CRI Current Camden	-1.04
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	728,863.02
200CRI · CRI	3,000,000.00
2030112 · BBVA Taxable Loan	2,573,347.96
2030113 · BBVA LOAN TAX EXEMPT	4,670,250.11
2103007 · Developer Advances Midtown Park	3,534,090.00
25000 · Retainage Payable (Retainage)	48,136.98
Total Other Current Liabilities	14,554,688.07
Total Current Liabilities	16,391,339.54
Long Term Liabilities	
210000 · Long Term Liabilities	
210047 · Bonds Payable Series '13	21,875,000.00
210048 · Current Portion Bonds Payable	3,785,000.00
210049 · Bond Payable Series '15	5,180,000.00
210050 · Bond Payable Series 2017	35,255,000.00
210053 · Accrued Bond Int 2015 series	26,186.41
210055 · Accrued Bond Interest 13 Series	0.35
210056 · Accrued Bond Interest Series 11	0.02
210058 · Series 2013 BOND PREMIUM	842,345.07
210059 · Series 2015 Bond Prem	344,109.24
210060 · Accrued Bond Interst 2020	0.04
210061 · Series 2017 Bond Premium	3,169,302.45
210062 · Accrued Bond Interest Series 17	-2,501.08
210063 · Series 2020 Bond Premium	1,758,822.90
210064 · Bonds Payable Series 2020	8,565,000.00
2103000 · LOANS	-65,491.05
Total 210000 · Long Term Liabilities	80,732,774.35
Total Long Term Liabilities	80,732,774.35
Total Liabilities	97,124,113.89
Equity	
1110 · Retained Earnings (Retained Earnings)	71,624,662.38
Net Income	-8,382,933.31
Total Equity	63,241,729.07
TOTAL LIABILITIES & EQUITY	160,365,842.96

Midtown Redevelopment Authority
Wells Fargo Oper 64040 Disbursements
February 21- March 28, 2023

Date	Num	Name	Memo	Credit
101001		Wells Fargo Ope Acctg 64040		
02/21/2023	ACH	City of Houston - Water	155065	16.05
02/21/2023	ACH	City of Houston - Water	155065	170.61
02/22/2023	ACH	City of Houston - Water	155065	123.37
02/22/2023	ACH	City of Houston - Water	155065	191.36
02/23/2023	10605	Bee-Line Delivery Service, Inc.	550008	174.35
02/23/2023	10606	FlexTg Financial Services	CANNON/IR-C57501	907.36
02/23/2023	10607	IDS Engineering Group	Professional Serv through Jan 25, 2023 Proje...	1,490.54
02/23/2023	10608	J. Kru Land Services LLC	Caroline Street Backflow Assembly	450.00
02/23/2023	10609	Juan Perez	Repair & Maint	2,290.00
02/23/2023	10610	Lion Heart	Parks & Public Space Master Plan	4,441.34
02/23/2023	10611	NEVA Corporation	AC Repairs	2,190.66
02/23/2023	10612	OJB	Midtown Caroliine/Wheeler Rendered Through ...	694.00
02/23/2023	10613	One World Strategy Group, LLC	OW Strategist	17,500.00
02/23/2023	10614	The Goodman Corporation	Consultants	8,863.84
02/23/2023	10615	Walter P. Moore	Engineers	7,793.05
02/23/2023	10616	Goode Systems & Consulting Inc	Computer and Technology	4,191.28
02/23/2023	10617	IDS Engineering Group	Professional Serv through Jan 25, 2023 Proje...	1,998.52
02/23/2023	10618	Kwik Kopy	Post Cards/Yard Signs/Color Poster	1,303.56
02/23/2023	10619	Midtown Parks Conservancy	1st Contributions Installment for Management ...	250,000.00
02/23/2023	10620	NEVA Corporation	AC Service	1,000.00
02/23/2023	ACH	Liberty Bank and Trust	53752 Feb 2023	10,545.04
02/23/2023	ACH	AFLAC	January 2023	3,021.28
02/24/2023	ACH	G&A Partners	PR 2/27/23	83,333.17
02/24/2023	ACH	CENTERPOINT ENERGY 4	GAS SERICE AT 410 & 402 PIERCE 640281...	378.80
03/08/2023	10621	Datavox Inc	AV Project - Flex Space	4,745.26
03/08/2023	10622	Blue Ribbon Carpet Care	Carpet Cleaning - 410 Pierce	3,648.12
03/08/2023	10623	Bryan Ross	Distribution of Rack Cards - Midtown Parks Ma...	200.00
03/08/2023	10624	Comcast	410 SERVICE Ste #355	265.13
03/08/2023	10625	Comcast Business	402 & 410 SERVICE ACCT# 708743225	22.44
03/08/2023	10626	Equi-Tax, Inc.	Montly Consultation Service fee per contract	500.00
03/08/2023	10627	William Marsh Rice U	Ion Plaza & Ion Sidewalk Improvements	392,714.00
03/08/2023	10628	DJ MAV MUSIC	Board Meeting sound provided 02-23-2023	1,115.00
03/08/2023	10629	Goode Systems & Consulting Inc	IT Service - Preparation for closet space in Bo...	1,325.00
03/08/2023	10630	Jerdon Enterprises, L.P.	Professional Services for Nov 2022 Project 11...	12,717.45
03/08/2023	10631	Midtown Scouts Square Property. LP	Contract Parking Spaces - 12	900.00
03/08/2023	10632	Angelika Northrup	Office Administration - Feb 27 - Mar 3, 2023	661.50
03/08/2023	10633	Goode Systems & Consulting Inc	Computer and Technology	3,256.50
03/08/2023	10634	Melanie Rodriguez	Office Admin Support - Febv 27 - Mar 2, 2023	300.00
03/08/2023	10635	Pitney Bowes Global Financial Servic...	LEASE	163.20
03/08/2023	10636	Staples Advantage	Office supplies	1,188.51
03/08/2023	10637	THR Enterprises, Inc.	Cleaning Serices - January 2023	1,750.00
03/08/2023	10638	Michelle Ashton	Communications Consultant - 2/18 - 3/3	75.00
03/08/2023	ACH	City of Houston - Water	155065	1,082.14
03/08/2023	ACH	City of Houston - Water	155065	134.25
03/08/2023	ACH	City of Houston - Water	155065	3.18
03/08/2023	ACH	City of Houston - Water	155065	68.08
03/08/2023	ACH	City of Houston - Water	155065	42.58
03/08/2023	ACH	City of Houston - Water	155065	69.63
03/08/2023	ACH	City of Houston - Water	155065	33.84
03/08/2023	ACH	City of Houston - Water	155065	22.36
03/08/2023	ACH	City of Houston - Water	155065	21.08
03/08/2023	ACH	City of Houston - Water	155065	18.14
03/08/2023	ACH	City of Houston - Water	155065	16.22
03/08/2023	ACH	City of Houston - Water	155065	25.44
03/08/2023	ACH	City of Houston - Water	155065	65.12
03/08/2023	ACH	City of Houston - Water	155065	99.27
03/08/2023	ACH	City of Houston - Water	155065	25.07
03/08/2023	ACH	City of Houston - Water	155065	74.79
03/08/2023	ACH	City of Houston - Water	155065	416.78
03/08/2023	ACH	City of Houston - Water	155065	23.36

No assurance is provided on these financial statements

Midtown Redevelopment Authority
Wells Fargo Oper 64040 Disbursements
February 21- March 28, 2023

Date	Num	Name	Memo	Credit
03/08/2023	10639	United National Insurance Agency	Commercial Professional Liability Insurance R...	49,839.38
03/15/2023	ACH	City of Houston - Water	155065	1,120.05
03/15/2023	ACH	City of Houston - Water	155065	1,031.73
03/22/2023	ACH	AFLAC	February 2023	3,021.28
03/22/2023	10640	Angelika Northrup	Office Administration - Mar 13 - Mar 17, 2023	675.00
03/22/2023	10641	Bee-Line Delivery Service, Inc.	550008	145.62
03/22/2023	10642	Blue Ribbon Carpet Care	Carpet Cleaning - 402 Pierce - 1st Floor	1,601.00
03/22/2023	10643	Bracewell LLP	Legal Services	21,050.00
03/22/2023	10644	David T. Thomas	Wal-Mart - Supplies for Office Suites	12.18
03/22/2023	10645	Flextg Financial Services	CANNON/IR-C5750I	677.04
03/22/2023	10646	Foster Fence Ltd	Fix Gate Issues - 410 Pierce Street	310.00
03/22/2023	10647	Goode Systems & Consulting Inc	IT Service - Office 365 Products	352.00
03/22/2023	10648	Juan Perez	Prep and Paint 1st Floor Suites Bldg 402	3,284.00
03/22/2023	10649	Marlon Marshall	Reimbursements APA Conference - Philadelp...	1,218.30
03/22/2023	10650	Michelle Ashton	Communications Consultant - 3/4- 3/17	45.00
03/22/2023	10651	OJB	On Call Services - WO 1	4,410.00
03/22/2023	10652	One World Strategy Group, LLC	Strategist	17,500.00
03/22/2023	10653	The Goodman Corporation	Consulting Services	9,750.00
03/22/2023	10654	The Morton Accounting Services	Feb 2023 CPA Services	14,654.52
03/22/2023	10655	Wulfe & Co.	Consulting for Bagby Park and Midown Park	3,400.00
03/22/2023	10656	Lion Heart	Parks & Public Space Master Plan	5,672.50
Total 101001 · Wells Fargo Ope Acctg 64040				970,626.22
TOTAL				<u>970,626.22</u>

Midtown Redevelopment Authority
Wells Fargo Aff Housing Disbursements

February 21 - March 28, 2023

Type	Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts					
104021 · WF Afford Hous 3927					
Bill Pmt -Check	02/23/2023	4055	City of Houston Municipal Court Dept	Court Cases for AH Property	868.40
Bill Pmt -Check	02/23/2023	4056	Four Eleven LLC	Landscape Services January 2023	39,226.23
Bill Pmt -Check	02/23/2023	4057	D.E. Harvey Builders	Pay Applications - Emancipation	133,607.72
Bill Pmt -Check	02/23/2023	4058	Kirksey Architecture, LLC	CCPPI Third Ward Building January	2,323.33
Bill Pmt -Check	02/23/2023	4059	Martin Construction Management & Desig...	Professional Services from 01-01-23 t...	11,000.00
Bill Pmt -Check	02/23/2023	4060	Roberta F. Burroughs & Associates, LLC	Project: Midtown Affordable Housing ...	1,750.00
Bill Pmt -Check	02/23/2023	4061	Ryland Enterprise, Inc dba ARVO Realty ...	3131 Emancipation Ave	1,697.50
Bill Pmt -Check	02/23/2023	4062	Vergel Gay & Associates	Project Mgt Sevices Emancipation Bl...	5,322.00
Bill Pmt -Check	02/23/2023	4064	Five Pillar Pro	Landscaping - AH	10,800.00
Bill Pmt -Check	02/23/2023	4065	Jarrett's Appraisal Service	APPRAISALS	5,000.00
Bill Pmt -Check	02/23/2023	4066	KCK Demolition and Landscaping	Demolition at 5702 Griggs rd 77021	38,000.00
Bill Pmt -Check	02/23/2023	4067	CCPPI	Mldtown Affordable Housing Plan Gra...	119,083.33
Bill Pmt -Check	03/08/2023	4068	American Fence Company, Inc.	Fencing - AH	493.50
Bill Pmt -Check	03/08/2023	4069	Roberta F. Burroughs & Associates, LLC	Project: Midtown Affordable Housing ...	8,000.00
Bill Pmt -Check	03/08/2023	4070	Vergel Gay & Associates	Project Mgt Sevices Emancipation Bl...	4,471.00
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	19.29
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	3.62
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	4.83
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	2.69
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	2.10
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	8.40
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	3.46
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	7.01
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	20.49
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	20.49
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	4.87
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	18.94
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	20.91
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	27.76
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	22.15
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	24.97
Bill Pmt -Check	03/09/2023	ACH	City of Houston - Water	155065	20.49
Bill Pmt -Check	03/13/2023	ACH	City of Houston - Water	155065	68.67
Bill Pmt -Check	03/13/2023	ACH	City of Houston - Water	155065	24.73
Bill Pmt -Check	03/13/2023	ACH	City of Houston - Water	155065	155.54
Bill Pmt -Check	03/13/2023	ACH	City of Houston - Water	155065	19.29
Bill Pmt -Check	03/13/2023	ACH	City of Houston - Water	155065	21.64
Bill Pmt -Check	03/13/2023	ACH	City of Houston - Water	155065	20.49
Bill Pmt -Check	03/13/2023	ACH	City of Houston - Water	155065	20.88
Bill Pmt -Check	03/22/2023	4071	American Fence Company, Inc.	Fencing - AH	3,873.00
Bill Pmt -Check	03/22/2023	4072	Bracewell LLP	Legal Services	10,237.50
Bill Pmt -Check	03/22/2023	4073	D.E. Harvey Builders	Pay Applications	678,497.48
Bill Pmt -Check	03/22/2023	4074	Four Eleven LLC	Landscape Services February 2023	44,296.35
Bill Pmt -Check	03/22/2023	4075	City of Houston Municipal Court Dept	AH - Fines	2,501.20
Bill Pmt -Check	03/22/2023	4076	Roberta F. Burroughs & Associates, LLC	Project: Midtown Affordable Housing ...	8,000.00
Total 104021 · WF Afford Hous 3927					1,129,612.25
Total 104000 · Affordable Housing Accounts					1,129,612.25
TOTAL					1,129,612.25



Melissa C. Morton, CPA
1125 Cypress Station Dr. H-4 • Houston, TX
77090 Phone (281) 416-8571 • Fax (855) 331-
3080
melissacpa@themortonassociates.com

September 25, 2022

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

Re: Engagement Letter - Midtown Redevelopment Authority (the "Authority")

Dear Mr. Thibodeaux:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will prepare the financial statements of Midtown Redevelopment Authority (the "Authority"), which comprise the Financial Activity Summary, Cash Balance rollforward, Capital Improvement Project Detail, Unpaid Bills Detail, Balance Sheet year to year comparison, Budget to Actual Income Statement and Profit and Loss Detail for the respective periods. We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the Authority by means of this letter.

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS 21) promulgated by the Accounting and Review Services Committee of the AICPA and will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements. That assurance can be obtained by engaging an auditor.

The financial statements will not be accompanied by a report. However, you agree that any cover-letter or other transmittal accompanying the financial statements will clearly indicate that no assurance is provided on them. In addition, as required by SSARS 21, each page of the financial statements will include a legend stating clearly that no assurance is being provided on them.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or other illegal acts that come to our attention. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot be relied upon to disclose the same.

Prior to preparation and execution of this engagement letter, we discussed with you the services needed. There are in fact levels of service higher than preparation of financial statements such as review services, compilation services, and audit services. Each of those levels of service differ from preparation of financial statements and there is an additional cost associated with different levels of service. After conversations of such services, you have informed us that you wish to retain us to perform only the preparation of financial statement services without disclosures.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements.

Furthermore, you are responsible for management decisions and functions, for designating a competent person to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, board members, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

In order for us to complete this engagement, and to do so efficiently, we require unrestricted access to the necessary accounting documents and accounting related individuals within your organization. Any failure to provide such cooperation, and to do so on a timely basis, will impede our services, and may require us to suspend our services or withdraw from the engagement.

Our fees for this engagement are not contingent on the results of our services. Rather, our fees for this engagement are at a fixed monthly rate which will be based on our standard hourly rates (\$135/hr) and the estimated hours required for the engagement. In addition, you agree to reimburse us for any of our out-of-pocket costs incurred in connection with the performance of our services. We estimate that our fee for these services will be billed as follows:

Midtown Redevelopment Authority: \$6,250 per month for the above stated services

You acknowledge that this amount is not a limit to the total fees we may charge for our services, and that our fees may actually exceed that amount if any additional services are required. However, in the event that we encounter unusual circumstances that would require us to expand the scope of the engagement, and/or if we anticipate our fees exceeding the aforementioned amount substantially, we will adjust our rate, and obtain your prior approval before continuing with the engagement. Our fee will increase 3% annually effective at the beginning of the entity's next fiscal year. If there are any services required outside of the scope of our agreed upon services, those services will be billed at the current hourly rate. This includes any initial set up or transition costs, clean up of any existing accounting records, new bank account set up/closing of accounts, accounting work needed for bond purposes, etc. In the event you terminate our services, any transition services will be billed at the current stated hourly rate.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees. If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon 30 day written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended, and to reimburse us for all of our out-of-pocket costs, through the date of termination.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to retain engagement documentation for a period of seven years, after which time we will coordinate the process of returning the contents of any original files in our possession to you. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records.

We acknowledge that the Authority must adhere to the Texas Public Information Act and we will comply with all requirements of the Act. In the event we are required to respond to a public information request, subpoena, court order or other process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then

to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless against such obligations to the extent allowed by law.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Harris County, Texas, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Texas law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

As required by Chapter 2271, Texas Government Code, as amended, we hereby verify that we, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of ours, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this Agreement, neither us, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of ours: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller of Public Accounts under Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

Pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, we hereby verify that we, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of ours, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended. Pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, we hereby verify that we, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of ours, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. If you would like us to provide you with any other

services not specifically outlined in this engagement letter, you must make that request of us in writing. If we agree to provide the requested additional services, we will create a separate engagement letter specifically addressing the same, and that engagement letter, upon your signature, will govern our provision of those additional services.

If, after full consideration, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

Sincerely yours,



THE MORTON ACCOUNTING SERVICES
Melissa C. Morton, CPA

Accepted and agreed to:

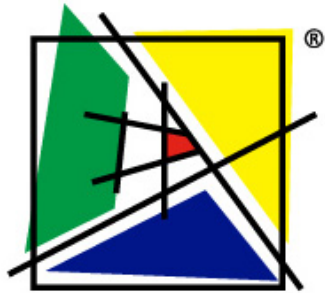
MIDTOWN REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

Effective Date: _____



midtown
H O U S T O N

**INVESTMENT
REPORT FOR
QUARTER ENDING
MARCH 30, 2023**



midtown
H O U S T O N

April 25, 2023

Board of Directors
Midtown Management District
410 Pierce, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending March 31, 2023

Dear Board of Directors:

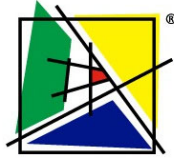
In my capacity as Investment Officer and in compliance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District, please find attached the 3rd Quarter Fiscal Year 2023 Investment Report.

These reports reflect compliance of the Investment Policies of the District, 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
H O U S T O N

April 25, 2023

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

Re: Investment Report – Quarter Ending March 31, 2023

Dear Board of Directors:

I have prepared the Quarterly Investment Report in my capacity as the CPA 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 4.45%

The average yield from Logic Money Market Accounts for this quarter is 4.7029%

The average yield from Wells Fargo interest earning accounts is 0.7825%

The total amount of interest earned for this quarter is \$278,584

The total average yield on the interest bearing accounts is 1.52715%

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,

Melissa Morton
Certified Public Accountant

cc: Carr, Riggs & Ingram (CRI)

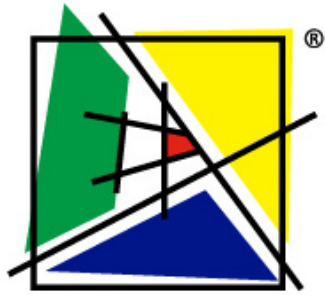


**MIDTOWN REDEVELOPMENT AUTHORITY
INVESTMENT REPORT
QUARTER ENDED MARCH 2023**

ACCOUNT NAME / FUND	QTR BEGINNING BOOK VALUE	TRANSACTIONS		INTEREST - 3rd Qtr	ENDING BOOK VALUE	QTRLY AVG INTEREST YIELD RATE
		DEPOSITS	WITHDRAWALS	QUARTER TOTAL		
OPERATING FUNDS	17,996,590.69	3,593,427.25	5,426,561.01	176,198.87	16,163,456.93	
WF 64040	380,634.29	3,374,434.27	2,376,561.01	1,409.39	1,378,507.55	0.7733%
WF Insrastructure Projects 1731	957.33	1.84	-	1.84	959.17	0.7833%
WF Surplus 63943	2,126,274.74	3,403.73	550,000.00	3,403.73	1,579,678.47	0.7800%
WF FTA 63919	60.39	0.12	-	0.12	60.51	0.8033%
WF Business 1094	184,960.49	44,203.50	-	-	229,163.99	
LOGIC Operating	15,250,858.61	171,218.34	2,500,000.00	171,218.34	12,922,076.95	4.7029%
TexSTAR Operating	7,057.56	77.70		77.70	7,135.26	4.4500%
WF Investment 63901	734.59	1.41		1.41	736.00	0.7833%
WF Opr Sav 77180	45,052.69	86.34	-	86.34	45,139.03	0.7800%
AFFORDABLE HOUSING	14,346,877.01	3,468,123.06	10,275,488.39	51,455.53	7,539,511.68	
WF Affordable Housing 3927	9,369,007.88	2,687,612.44	8,823,423.02	9,259.59	3,233,197.30	0.7800%
WF Affordable Housing 3935	345.99	0.66		0.66	346.65	0.7767%
TexSTAR Affordable Housing	2,045.12	22.53		22.53	2,067.65	4.4500%
LOGIC Affordable Housing	4,132,850.77	42,172.75	1,000,000.00	42,172.75	3,175,023.52	4.7029%
PNC Affordable Housing	825,252.88	600,000.00	331,399.82	-	1,093,853.06	
Well Fargo NAI	17,325.78	138,314.68	120,665.55	-	34,974.91	
Affordable Housing Fund 2013 (x802)	48.59			-	48.59	0.0000%
PLEDGE REVENUE	21,417.92	-	-	-	21,417.92	
677 Fund U.S. Treasury Money Market	21,417.92	-	-	-	21,417.92	0.0000%
DEBT SERVICE FUND	7,534,302.65	-	-	-	7,534,302.65	
Debit Service 2896	7,534,302.65	-	-	-	7,534,302.65	0.0000%
RESERVE FUND	7,200,620.51	50,896.98	0.00	50,896.98	7,251,517.49	
TexSTAR Debit Service Money Market	7,200,620.51	50,896.98	-	50,896.98	7,251,517.49	4.4500%
2011 ESCROW 1998 2001	9.99	0.00	0.00	0.00	9.99	
2011 Escrow 1998 2001 (x264)	9.99			-	9.99	0.0000%
AUSTIN MAINTENANCE FUND	3,611.97	32.40	0.00	32.40	3,644.37	
677 Fund U.S. Treasury Money Market	3,611.97	32.40		32.40	3,644.37	0.0000%
PROJECT FUND	1,193,017.59	0.00	1,188,540.50	0.00	4,477.09	
LOGIC 2017 Project	1,193,017.59	0.00	1,188,540.50	-	4,477.09	0.0000%
REPORT GRAND TOTAL	48,296,448.33	7,112,479.69	16,890,589.90	278,583.78	38,518,338.12	

(65,329,217.78)

(46,582,608.86)



midtown
HOUSTON

DRAFT

RESOLUTION

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

1. The Board convened in regular session on the 25th day of May, 2023, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said Board, to-wit:

- | | | |
|---|-------------------|-------------------------------|
| 1 | Camille Foster | Director/ Assistant Secretary |
| 2 | Terence Fontaine | Director |
| 3 | Michael Lewis | Director |
| 4 | Michael F. Murphy | Director |
| 5 | Al Odom | Director/Chair |
| 6 | Abe S. Goren | Director/Vice Chair |
| 7 | Caton M. Fenz | Secretary |
| 8 | John Thomas | Director |
| 9 | Zoe Middleton | Director |

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

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY TO EXPEND CERTAIN FUNDS ON BEHALF OF THE CITY OF HOUSTON (THE “CITY”) PURSUANT TO AND AT THE REQUEST OF THE CITY

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

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

SIGNED this _____, 2023.

Secretary, Midtown Redevelopment Authority

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY TO EXPEND CERTAIN FUNDS ON BEHALF OF THE CITY OF HOUSTON (THE “CITY”) PURSUANT TO AND AT THE REQUEST OF THE CITY

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

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (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 Midtown and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, the City, the Midtown Zone and the Authority have entered into that certain amended and restated Agreement dated June 7, 2000, and approved as Ordinance No. 2000-494 (the “Tri-Party Agreement”), pursuant to which the City delegated to the Authority the power and authority to administer the Midtown Zone including, but not limited to, the power to engage in activities relating to the acquisition and development of land, construction and improvement of infrastructure in the Midtown Zone, and provide affordable housing, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement and the project plan and reinvestment zone financing plan for the Midtown Zone (as amended from time to time, the “Project Plan”); and

WHEREAS, in furtherance of the Project Plan, the Authority previously acquired from the City a certain tract of land located at 3300 Main Street, Houston, Texas (“3300 Main”), subject to certain deed restrictions (the “City Restrictions”); and

WHEREAS, the Authority subsequently sold 3300 Main to a third party in order to induce the development thereof in a manner consistent with the Project Plan; and

WHEREAS, in connection with the Authority’s sale of the 3300 Main, by Ordinance No. 2014-1029, passed and adopted on November 19, 2014 (the “Midtown FY2015 Budget Ordinance”) the City agreed to release the City Restrictions in consideration of the Authority’s agreement to retain the net proceeds of such sale (the “3300 Main Net Sale Proceeds”) for expenditure on public purposes identified and approved for expenditure by the City as set forth in Exhibit “B” of the Midtown FY2015 Budget Ordinance; and

WHEREAS, the Authority’s Board of Directors (the “Board”) desires to acknowledge that (i) the Authority is the custodian of the 3300 Main Net Sale Proceeds, and retains and disburses such funds, solely at the request of and on behalf of the City and (ii) the Authority’s expenditure of any portion of the 3300 Main Net Sale Proceeds is conditioned upon receipt of a written request from the City to expend such funds, duly executed by the Chief Development Officer of the City in substantially the form attached hereto as Exhibit A (each, an “Authorized City Request for Expenditure of 3300 Main Net Sale Proceeds”); and

WHEREAS, the Board desires to authorize the officers of the Board, the Executive Director, and Authority staff and consultants to take all necessary actions to process Authorized City Requests for Expenditure of 3300 Main Net Sale Proceeds hereunder.

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. That the Board adopts the findings and recitations set out in the preamble to this Resolution and finds them to be true and correct.
2. That the Board hereby acknowledges that (i) the Authority is the custodian of the 3300 Main Net Sale Proceeds and retains and disburses such funds solely at the request of and on behalf of the City and (ii) the Authority's expenditure of any portion of the 3300 Main Net Sale Proceeds is conditioned upon receipt of an Authorized City Request for Expenditure of 3300 Main Net Sale Proceeds therefor in substantially the form attached hereto as Exhibit A.
3. That the Board hereby authorizes the officers of the Board, the Executive Director, and Authority staff and consultants to take the steps necessary to process Authorized City Requests for Expenditure of 3300 Main Net Sale Proceeds pursuant to this Resolution.

PASSED AND APPROVED this 25th day of May, 2023.

Al Odom
Chair, Midtown Redevelopment Authority

ATTEST:

Caton M. Fenz
Secretary, Midtown Redevelopment Authority

DRAFT

Exhibit A

Form of Authorized City Request for Expenditure of 3300 Main Net Sale Proceeds

Pursuant to the terms of Ordinance No. 2014-1029, passed and adopted by City Council of the City of Houston, Texas (the “City”), on November 19, 2014, and in accordance with the provisions of that certain Resolution Authorizing the Midtown Redevelopment Authority to Expend Certain Funds on Behalf of the City of Houston (the “City”) Pursuant to and at the Request of the City, adopted by the Board of Directors of the Midtown Redevelopment Authority (the “Authority”) on May 25, 2023, the City hereby acknowledges and confirms that (i) the Authority is the custodian of the 3300 Main Net Sale Proceeds on behalf of the City, (ii) the Authority is authorized by the City to retain and disburse such funds solely at the request of and on behalf of the City for payment of expenditures that the City has identified as a public purpose and approved for expenditure (each, a “City Authorized Expenditure”), and (iii) the Authority is authorized to allocate from the 3300 Main Net Sale Proceeds an amount determined by the Authority to be reasonably necessary to recover its reasonable administrative costs associated with the processing of such City Authorized Expenditures, including any necessary consultant costs (each, an “Administrative Allocation”).

Pursuant to the foregoing, the City hereby (i) requests that the Authority, as the custodian of the 3300 Main Net Sale Proceeds on behalf of the City, disburse the amount of *[/insert amount of expenditure]* from the 3300 Main Net Sale Proceeds for payment of the City Authorized Expenditure described below and evidenced by the documentation attached hereto, and (ii) authorizes the Authority to allocate from the 3300 Main Net Sale Proceeds the Administrative Allocation in conjunction therewith.

City Authorized Expenditure Description:

[/Insert description of expenditure, including details relating to purpose of expenditure and to whom the payment should be disbursed]

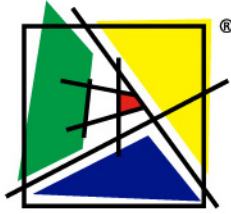
This Authorized City Request for Expenditure of 3300 Main Net Sale Proceeds is submitted to the Authority on this _____ day of _____, 20__, by the Chief Development Officer of the City, on behalf of the City.

Chief Development Officer
City of Houston, Texas

Attachment to Authorized City Request for Expenditure of 3300 Main Net Sale Proceeds

[Attach contract, purchase order, invoice or other documentation evidencing the authorized payment amount and purpose of the expenditure]

DRAFT



midtown
HOUSTON

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MIDTOWN AFFORDABLE HOUSING
PROGRAM

April 30, 2023

Marlon Marshall
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002

RE: Proposal for Professional Architectural Services – 3rd Floor Tenant Build Out at the Emancipation Building at 3131 Emancipation Ave. – Community Health Choice

Dear Marlon:

The office of **Smith & Company Architects Inc. (S&C)** appreciates the opportunity to provide this proposal for professional architectural and engineering consulting services to Midtown Redevelopment Authority (MRA) for the above referenced project. By selecting the S&C team, MRA will benefit from working with a firm that upholds the principals of quality service.

PROJECT UNDERSTANDING

MRA plans to build out approximately 5,745 SF of existing shell space on the 3rd floor of the Emancipation Building at 3131 Emancipation Ave. The space will be fully constructed for the tenant Community Health Choice. A conceptual layout has been completed. However, the tenant has requested significant changes to the conceptual layout. A programming study will need to be completed prior to design services that defines space needs and verifies existing office conditions as well as furniture and equipment. It is expected that construction costs will be in the \$550,000 to \$600,000 range, not including FF&E. It is anticipated that the project will be competitively bid.

SCOPE OF WORK

The Smith & Company team will provide complete comprehensive architectural and engineering basic services as follows:

- Review of existing office usage, furniture, and equipment
- Programming and confirmation of space needs both present and future
- Architecture
- Interior Design
- Mechanical, Electrical, Plumbing & Fire Protection Engineering
- Bidding / Negotiation
- Construction Administration (Includes one site visit per month, RFI and Submittal responses.)
- Furniture, Fixtures, and Equipment Design (This includes selection and design of FF&E but does not include procurement or installation services.)

COMPENSATION

Smith & Company Architects will provide basic design services based on our current understanding of the project, for the following fees per phase.

<u>Phase</u>	<u>Fee</u>
Predesign / Programming	\$3,000
Schematic Design	\$9,000
50% Construction Documents	\$12,200
Permit Drawings / Bid Documents	\$20,400
Furniture, Fixtures, & Equipment	\$10,000
Bidding & Negotiation	\$2,550
Construction Admin	\$9,500
<hr/>	
Total Fee	\$66,650

Reimbursable Expenses are in addition to the fees stated above and include expenses incurred by S&C, and our consultants, directly related to the Project. Reimbursable expenses include:

- Fees paid for securing approval of authorities having jurisdiction over the project including building permits and ADA reviews;
- Reproductions, plots, postage, handling and delivery services
- Renderings, models, mock-ups, professional photography, and any other presentation materials requested by the owner

Reimbursable expenses shall be computed as a multiple of one (1.1) times the amount billed the architect. Reimbursable expenses should not exceed \$5,000.00.

Anticipated services will be performed and billed monthly based on percentage of design or construction completed.

PROJECT SCHEDULE

The fees stated above are based on the following proposed project schedule. Significant changes to the schedule below shall be considered an additional service if through no fault of the architect.

Predesign / Programming – 10 days
Schematic Design – 2 weeks
SD Owner Review and Approval – 1 week
50% Construction Documents – 3 weeks
50% CD Owner Review and Approval – 1 week
Permit / Bid Documents - 3 weeks

We will submit for permit application to the City of Houston but cannot adequately estimate the timeline for the approval of the permit.

ADDITIONAL SERVICES

S&C shall be entitled to an appropriate adjustment in schedule and/or compensation for any of the following circumstances:

- Change in the instructions or approvals previously given by the Owner that necessitate revisions in Instruments of Service.
- Enactment or revisions of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service.
- Significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method.

S&C shall be entitled to an appropriate adjustment in schedule and/or compensation for any of the following requested services:

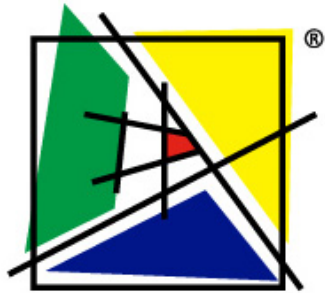
1. Environmental Consulting
2. Cost Consulting
3. Value Engineering Services resulting from changes by the owner
4. Post Occupancy Services
5. Construction / Project Management
6. Materials Testing
7. Low Voltage / Technology Design Services
8. Furniture, Fixtures, and Equipment Procurement and Installation Services
9. Additional design reviews above those described above
10. Design of any spaces outside of the tenant improvement area

We are excited regarding the opportunity to work with MRA on this project. S&C looks forward to the commencement and successful completion of this project. Please contact me should you have any questions or comments regarding this proposal.

Sincerely,



Terry D. Smith AIA
President



midtown
HOUSTON

MEMORANDUM

MEMORANDUM

To: Matt Thibodeaux, Midtown Redevelopment Authority Executive Director

Copy: Peggy Foreman, MRA Co-Counsel

From: Comprehensive Review Process (CRP) Team

Center for Civic and Public Policy Improvement: Algenita Scott Davis, Joy Fitzgerald, Bob Bradford, Linda Larry-Mitchell, Zack Martin

Roberta F. Burroughs & Associates Roberta F. Burroughs

Subject: Recommendation Regarding Action Required to Cause the Construction of 47 Units of Affordable Single-Family For-Sale Homes

Date: May 16, 2023

INTRODUCTION

By October 27, 2022 action of the Midtown Redevelopment Authority (MRA) Board of Directors, the MRA Executive Director and/or MRA Board Chair were authorized to proceed with Option Agreements and/or Development Agreements with eight affordable single-family housing developers seeking to construct 184 affordable for-sale homes on MRA-owned properties. This action was taken to enable single family scattered site these developers to apply for a \$15,000 per unit infrastructure and other development costs subsidy under the auspices of the second round of the City of Houston Affordable Home Development Program (AHDP). MRA-supported developers of intact subdivisions could apply for a \$55,000 per unit subsidy.

The purpose of the AHDP initiative is to support and incentivize the development of for-sale homes in low-moderate income neighborhoods.

The following key developments have occurred since the MRA board took action:

- Only the following developers referenced in the October 27, 2022 board action submitted MRA-supported AHDP applications: Herman Stroman Foundation (originally listed as Christian HOPE Homes); MORS Development Series LLC, and Boynton Houston Chapel CDC (previously listed as Boynton Chapel CDC). The number of units for which the latter sought subsidies was originally five units; however, 10 units were added subsequent to October 27, 2022 in order to meet the 40 units or more threshold alluded to below.
- In talks with the City of Houston Housing and Community Development Department, they indicated that it was appropriate for MRA to “sponsor” scattered site development projects to their AHDP initiative as long as the total number of units added up to at least 40. The understanding was the

MRA-sponsored units could apply for a \$15,000 per unit subsidy to be taken from AHDP funds. The subsidy would offset infrastructure and other development costs, resulting in a reduction in home sales prices. After MRA bundled 47 units for which AHDP funds could be applied, the City of Houston HCD determined that scattered site units do not meet the AHDP program requirements.

Prior to that decision, the Comprehensive Review Process (CRP) team worked with Change Happens Community Development Corporation and CR Design Build to add them as AHDP Round Two developers of scattered site units. Also, in order to meet the City's threshold requirement of at least 40 bundled units, 10 units were added to the October 2022 list for Boynton Houston Community Development Corporation.

These developers and units were added to the October 2022 board list prepared by CRP under extreme deadline pressure. These actions brought the total scattered site units for MRA-supported AHDP applications to 47 units, exceeding the threshold requirement.

- Of the 184 units that were the subject of the October 27, 2022 board action, 43 units were attributed to Houston Business Development Inc. (HBDi). HBDi subsequently submitted an AHDP application to construct a 43-unit intact Palmetto Place subdivision, with the understanding that if the application was successful, there would be a \$55,000 per unit City of Houston subsidy to offset infrastructure and other development costs.

However, the City of Houston did not select HBDi for an AHDP award for its MRA-supported application for the Palmetto Place development. This resulted in the removal of 43 units from the list of 184. (It is worth noting that the project was awarded MRA-owned land a while back and can still go forward without the City of Houston subsidy.)

- Two of the developers that were under consideration for submitting MRA-supported AHDP Round Two applications for subsidies to be applied to the development of intact subdivisions decided not to proceed. These development entities were Mayberry Homes Inc. and Cole-Klein Builders LLC. This resulted in the removal of 98 units from the above-referenced 184-unit total.
- Despite the City's decision that the scattered site subsidies cannot be considered or funded within the framework of the AHDP initiative, the City of Houston, with the Housing and Community Development Department playing a lead role, agreed to entertain the MRA-advanced alternative of providing the \$15,000 per unit scattered site subsidies within the framework of an Inter-Local Agreement between the City of Houston and MRA.

The focus of Inter-local agreement discussions has the subsidization of single family scattered site for-sale homes since MRA no longer has any intact subdivisions under consideration for City funding. Senior staff of the Houston Housing and Community Development Department and City of Houston legal counsel are engaged in these discussions on behalf of the City of Houston. MRA co-counsel Peggy Foreman and the CRP team are engaged in discussions on behalf of MRA.

There are five MRA-selected developers and six scattered site projects. These developers would build a total of 47 units. The total amount of the requested subsidy is \$705,000 (47 units x \$15,000/unit).

- Currently, discussions are centered around simplifying the process of reducing home sales prices by making the desired \$15,000 per unit subsidy directly available to homebuyers versus MRA acting t as a pass-through agent. This approach would remove any responsibility that MRA would have for developer compliance with City of Houston construction standards and other City of Houston standards related to homebuilding, as that is not the paradigm under which the *Southeast Houston Affordable Housing Initiative* operates.
- **Exhibit A** summarizes the foregoing narrative. **Exhibit B** displays what scattered site project sales prices would amount to with the \$15,000 per unit subsidy and without the \$15,000 per unit subsidy, by developer.

STATUS OF LAND CONVEYANCE

Land tracts upon which MRA scattered site developers would build have not been conveyed, except in the instance of CR Design Build. The October board action authorizes the MRA Board Chair and Executive Director to authorize the conveyance of MRA-owned land to the developers on a list compiled by the CRP team and shared with the Board at the October 2022 Board of Directors meeting. Authority is needed to convey land to the scattered site developers on the list. (CR Design Build would not be subject to this authorization since there has been a deed transfer to this entity)

The number of tracts listed for Boynton Houston CDC has increased, due to the need for increasing the number of units submitted to the City of Houston within the framework of its AHDP application process. This action was taken within the context of pressure to meet the January 3, 2023 AHDP Round Two deadline.

SUMMARY

- 1) Of the five developers for whom we are seeking the \$15,000 per unit subsidy, only CR Design Build already has a deed and a Development and Purchase Agreement for the project that would benefit from the \$15,000 per unit subsidy. So, we don't need to ask the board to convey land tracts to them.
- 2) Boynton Houston CDC was included in the previous board action, but the number of units being proposed for them has increased from the number on the table that was included in the previous board memorandum.
- 3) Change Happens CDC was not included in the previous board action, but the CRP team added them in order to attain the 40-unit AHDP threshold, as it was our understanding at the time that the scattered site projects would be eligible for the AHDP.

- 4) HBDi (Palmetto Place), Cole-Klein Builders LLC (Milart Place) and Mayberry Homes (Schroeder Place) were included in the previous board action, but neither is now in this process. HBDi's application was declined and Mayberry Homes Inc. and Cole-Klein Builders LLC withdrew from the AHDP process.
- 5) Habitat for Humanity was included in the previous board action, but they withdrew from the AHDP process, so the subsidy endeavor does not apply to them. There is no May2023 board action required that targets them, but they have been included in the discussion and in **Exhibit B** for background purposes.

PROPOSED BOARD ACTIONS

Inter-Local Agreement

Although discussions pertaining to an Inter-Local Agreement between the City of Houston and MRA are in progress, the necessary pace is causing costly delays for the scattered site developers to which subsidies would be directed. Thus, the proposed board action is to authorize the conveyance of MRA-owned land tracts for the projects included in **Exhibit B**. The exception is CR Design Build, which has already had land conveyed to it by previous board action. In this instance, the Development and Purchase Agreement would be amended to reflect current circumstances. *(See discussion below related to sales prices.)*

Authorization Related to the Conveyance of Land (Where Applicable) and to Amend Existing Development and Purchase Agreement (Where Applicable)

For the four developers that do not currently hold deed to land acquired by MRA for affordable housing purposes, authorization is sought to convey the land tracts shown in **Exhibit B**, utilizing MRA's standard Development and Purchase Agreement. The document would indicate that the sales prices included therein will be reduced by \$15,000 per unit if the Inter-Local Agreement is adopted. As stated previously, Exhibits C-G display the difference between sales prices with and without the \$15,000 subsidy.

Ratification of Inclusion of New Developer and Change in Conditions for Previously-Listed Developer

The number of units that the City of Houston communicated as being the threshold requirement for the bundling of scattered site units resulted in an increase in the number of units to be constructed and correspondingly, the number of land tracts needed, the number of tracts and units proposed for conveyance to Boynton Houston CDC has increased five tracts and units to 15. Therefore, ratification is sought for this increase.

The CRP team is also seeking ratification for the inclusion of Change Happens CDC in the scattered site initiative and the corresponding conveyance of 10 land tracts to this entity.

**EXHIBIT A
SUMMARY TABLE**

NAME OF PROJECT/ DEVELOPER	TYPE OF DEVELOPMENT*	NUMBER OF UNITS INCLUDED IN THE OCTOBER 2022 COUNT	NUMBER OF UNITS NO LONGER INCLUDED IN THE OCTOBER 2022 COUNT	NUMBER OF UNITS UNCHANGED FROM THE OCTOBER 2022 COUNT
PROJECTS ON LIST SUBMITTED OCTOBER 2022				
Agape Homes/Agape CDC	Scattered sites	13	13	
Palmetto Place Subdivision/HBDi	Intact	43	43	
Schroeder Place/Mayberry Homes Inc.	Intact	52	52	
Milart Village Subdivision/Cole-Klein LLC	Scattered sites	43	43	
Bremond Place/Third Ward Complete Community Scattered Site Project I/Mors Development LLC	Scattered sites	9		9
Third Ward Complete Community Scattered Site Project /Houston Habitat for Humanity	Scattered sites	11		
Herbert Stroman Homes/ Christian Hope Baptist Church	Scattered sites	8		8
Boynton Chapel Homes <i>aka</i> Boynton Houston CDC	Scattered sites	5		5
TOTALS		184	151	22
UNITS ADDED SINCE OCTOBER 2022 IN ORDER TO MEET THE CITY OF HOUSTON AHDP ROUND TWO UNIT THRESHHOLD				
Boynton Houston CDC			10	
Change Happens CDC			10	
CR Design Build			5	
TOTAL UNITS ADDED TO MEET THE AHDP ROUND TWO 40-UNIT THRESHHOLD				25
TOTAL UNITS UNDER CONSIDERATION FOR THE CITY OF HOUSTON SUBSIDY AS OF MAY 2023 (22 + 25)				47

*The requested subsidy for units in an intact subdivision was \$55,000 per unit. The requested subsidy for scattered site units is \$15,000 per unit.

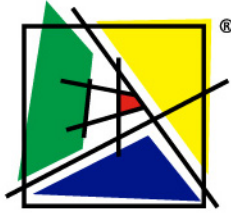
**EXHIBIT B
SCATTERED SITE PROJECTS**

SALES PRICES WITH AND WITHOUT SUBSIDY

ADDRESS	HCAD NUMBER	SALES PRICE IF SUBSIDY IS GRANTED	SALES PRICE IF SUBSIDY IS NOT GRANTED	LIVABLE SQUARE FEET	# OF BEDROOMS	GARAGE SIZE
BOYNTON HOUSTON COMMUNITY DEVELOPMENT CORPORATION						
3622 SAUER ST	0191980000013	\$ 199,050	\$214,050	1,442	3	2-car
3509 BASTROP ST	0192160000003	\$ 199,050	\$214,050	1,442	3	2-car
2817 HOLMAN ST	0191490000012	\$ 199,050	\$214,050	1,442	3	2-car
3519 PALMER ST	0192000010007	\$ 199,050	\$214,050	1,442	3	2-car
2704 BERRY ST	0192030030003	\$ 199,050	\$214,050	1,442	3	2-car
3224 ROSALIE ST	0510360000007	\$ 199,050	\$214,050	1,442	3	2-car
3214 ROSALIE ST	0510360000004	\$ 199,050	\$214,050	1,442	3	2-car
3624 SAUER ST	0191980000014	\$210,950	\$225,950	1,525	3	2-car
2825 HOLMAN ST	0191490000010	\$210,950	\$225,950	1,525	3	2-car
2618 BERRY ST	0192030040007	\$210,950	\$225,950	1,525	3	2-car
2701 WINBERN ST	0192030030021	\$210,950	\$225,950	1,525	3	2-car
0 HOLMAN ST	0192160000011	\$210,950	\$225,950	1,525	3	2-car
3212 ROSALIE ST	0510360000003	\$210,950	\$225,950	1,525	3	2-car
3412 ROSALIE ST	0372480000005	\$210,950	\$225,950	1,525	3	2-car
3415 ROSALIE ST	0372500000013	\$210,950	\$225,950	1,525	3	2-car
CR DESIGN BUILD						
4930 CULMORE DR.	0700420050023	\$242,000	\$257,000	1,900	4	2 -car
2520 ISABELLA ST - A	0611480000011	\$215,000	\$230,000	1,500	3	1-car
2520 ISABELLA ST - B	0611480000011	\$215,000	\$230,000	1,500	3	1-car
5107 WINNETKA ST- A	0760950040007	\$215,000	\$230,000	1,500	3	1-car
5107 WINNETKA ST- B	0760950040007	\$215,000	\$230,000	1,500	3	1-car
CHANGE HAPPENS COMMUNITY DEVELOPMENT CORPORATION						
2520 NAGLE ST	0190030000003	\$231,215	\$246,615	1700	4	2-car
2715 NAGLE ST	0190490000003	\$231,215	\$246,615	1700	4	2-car
2620 NAGLE	0190450000006	\$191,965	\$206,965	1400	3	2-car
2811 NAGLE ST	0190480000003	\$209,500	\$224,500	1600	3	2-car
2810 ANITA ST	0190990000009	\$231,215	\$246,615	1600	4	2-car
2418 ANITA ST	0191120000005	\$209,500	\$224,500	1600	3	2-car
2804 DREW ST	0190440000018	\$219,980	\$234,580	1600	3	2-car
2717 NAGLE ST	0190490000004	\$219,980	\$234,580	1600	3	2-car
2614 NAGLE ST	0190450000007	\$219,980	\$234,580	1600	3	2-car
2610 DREW ST	0190470000009	\$231,215	\$246,615	1700	4	2-car

EXHIBIT B CONTINUED
SALES PRICES WITH AND WITHOUT SUBSIDY

ADDRESS	HCAD NUMBER	SALES PRICE IF SUBSIDY IS GRANTED	SALES PRICE IF SUBSIDY IS NOT GRANTED	LIVABLE SQUARE FEET	# OF BEDROOMS	GARAGE SIZE
MORS DEVELOPMENT PARTNERS, SERIES LLC						
3101 BREMOND ST	0372190000006	\$240,438	\$255,438	1,724	4	2-car
3102 BREMOND ST	0372260000005	\$240,438	\$255,438	1,724	4	2-car
3103 BREMOND ST	0372190000007	\$240,438	\$255,438	1,724	4	2-car
3106 BREMOND ST	0372190000004	\$240,438	\$255,438	1,724	4	2-car
3106 MCILHENNY ST	0372260000004	\$240,438	\$255,438	1,724	4	2-car
3038 BREMOND ST - A	0372270000001	\$224,733	\$239,733	1,707	4	2-car
3038 BREMOND ST - B	0372270000001	\$224,733	\$239,733	1,707	4	2-car
3123 MCILHENNY ST - A	0372130000006	\$224,733	\$239,733	1,707	4	2-car
3123 MCILHENNY ST - B	0372130000006	\$224,733	\$239,733	1,707	4	2-car
HERBERT STROMAN FOUNDATION, INC.						
3009 SAMPSON ST -A	0372500000008	\$249,900	\$264,900	1,665	3	2-car
3009 SAMPSON ST -B	0372500000008	\$249,900	\$264,900	1,665	3	2-car
3423 ANITA ST -A	0372520000015	\$249,791	\$264,791	1,665	3	2-car
3423 ANITA ST -B	0372520000015	\$249,791	\$264,791	1,665	3	2-car
3424 ROSALIE ST - A	0372480000002	\$249,791	\$264,791	1,665	3	2-car
3424 ROSALIE ST - B	0372480000002	\$249,791	\$264,791	1,665	3	2-car
3430 ROSALIE ST - A	0372480000001	\$249,900	\$264,900	1,665	3	2-car
3430 ROSALIE ST - B	0372480000001	\$249,900	\$264,900	1,665	3	2-car



midtown
HOUSTON

DRAFT

MIDTOWN CAPITAL IMPROVEMENTS
PROGRAM

Capital Improvements Program

Caroline Street Reconstruction

- Contractor continues work on punch list items.
- Design team reviewing field conditions to identify priority areas to implement proposed corrections to punch list items not addressed by TxDOT contractor.
- CenterPoint Energy currently installing Midtown decorative streetlights along corridor.
- Upcoming work includes cathodic protection system testing and landscape maintenance/warranty replacements.

Change Orders

- CO #64 – Additional signage to provide access to restaurant driveways.
 - o Amount: \$686.79
 - o TxDOT fee (4.95%): \$34.00
 - o Total: \$720.79
- CO #66 – Additional roadway and driveway work to accommodate deliveries at Wonton Food Corp
 - o Amount: \$8,204.80
 - o TxDOT fee (4.95%): \$406.14
 - o Total: \$8,610.94
- CO #67 – Additional storm sewer work due to field conflicts at Rosalie St. and Anita St.
 - o Amount: \$8,531.09
 - o TxDOT fee (4.95%): \$422.29
 - o Total: \$8,953.38
- CO #68 – Repair of unknown waterline in driveway near Dennis Street
 - o Amount: \$1,688.25
 - o TxDOT fee (4.95%): \$83.57
 - o Total: \$1,771.82
- CO #69 – Connection of existing roof drains at 2808 Caroline St to new curb gutter line.
 - o Amount: \$404.84
 - o TxDOT fee (4.95%): \$20.04
 - o Total: \$424.88
- CO #70 – Additional traffic control on Pierce Street between San Jacinto and Caroline
 - o Amount: \$1,835.49
 - o TxDOT fee (4.95%): \$90.86
 - o Total: \$1,926.35

Construction Contract Budget

- Original Contract Amount: \$12,380,276.54
- Net Change Orders (including TxDOT fee): \$1,698,300.51
- Contract Amount to Date: \$14,078,577.05
- Change Order Time Adjustment Total – 173 days

Midtown Parks and Public Space Master Plan

- Urban Planning consultant, Lionheart Places, will provide update on Parks and Public Space Master Plan including analysis of existing conditions and development of goals, strategies, and recommendations for parks and public space in Midtown.

Hermann Park Bike Pathway

- Hermann Park Conservancy requests support of their TxDOT Transportation Alternative grant application for Hermann Park Connectivity and Safety Improvements project.
- Project improvements includes separated, raised bicycle lanes, new sidewalks, and safety improvements at six intersections and crossings.
- Estimated project costs are \$13,024,520; grant requires 20% local match equal to \$2.6M.
- Hermann Park Conservancy Board passed resolution to cover costs related to maintenance, management, non-reimbursable costs, and 100% of overruns.



midtown
H O U S T O N

**CAROLINA STREET
CHANGE ORDERS**

#64 - 70

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 64

Third Party Funding Notification Sheet

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

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

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

(a) Contract Items (Bid Items): _____ \$686.79

(b) E&C*: (a) x $\frac{0.0495}{\text{enter \%}}$ = _____ \$34.00

TOTAL _____ \$720.79

CCSJ:	<u>0912-71-003</u>
Project:	<u>C 912-71-3</u>
Highway:	<u>CS</u>
County:	<u>Harris</u>
District:	<u>12</u>
Contract Number:	<u>04173038</u>

Use as needed:

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

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

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

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

64

REPORT DATE: 4/26/2023 3:33:14PM

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: \$13,914,993.87
PEND ADJ PROJ AMT: \$13,914,993.87
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$686.79
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$686.79
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Restaurant Driveway Signs
REASON: 3B - 3B-PUBLIC REQUEST AFTER LETTING
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 will provide for adding one unique item of work to the contract to compensate the Contractor for the installation of three temporary Restaurant Driveway signs.

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.

During construction it was requested by a property owner/stakeholder to install two temporary driveway signs for Weights + Measures at 2808 Caroline Street and one temporary driveway sign for 13 celsius at 3000 Caroline Street. It was agreed upon by the Department and the Midtown Management District to have the Contractor install Restaurant Driveway signs at the three driveways.

To compensate the Contractor for this extra work, the following item will be added to the contract:

- Item 9608-2047, UNIQUE CHANGE ORDER ITEM 47, RESTAURANT DRIVEWAY SIGNS – 3.00 EA at a unit price of \$228.93/EA, where DOL=EA.

After a thorough review of the Contractor’s pricing support documentation, the West Harris Area Office determined the prices submitted to be 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 \$686.79. 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% (\$34.00) making the third-party total cost \$720.79.

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

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 66

Third Party Funding Notification Sheet

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

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

Fixed Price (Lump Sum) (Estimated Amount _____)

Actual Cost

(a) Contract Items (Bid Items): _____ \$8,204.80

(b) E&C*: (a) x $\frac{0.0495}{\text{enter \%}}$ = _____ \$406.14

TOTAL _____ \$8,610.94

CCSJ:	<u>0912-71-003</u>
Project:	<u>C 912-71-3</u>
Highway:	<u>CS</u>
County:	<u>Harris</u>
District:	<u>12</u>
Contract Number:	<u>04173038</u>

Use as needed:

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

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

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

Funding for this Change Order has been arranged:	
_____	_____
TxDOT Representative	Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

66

REPORT DATE: 5/1/2023 3:34:55PM

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: \$13,914,993.87
PEND ADJ PROJ AMT: \$13,914,993.87
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$8,204.80
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$8,204.80
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Extra Work at Driveway 9 (Wonton Food Corp.)
REASON: 3B - 3B-PUBLIC REQUEST AFTER LETTING
SECONDARY REASON(S): 004D - 4D-THIRD PARTY ACCOMMODATION (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	

DRAFT

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

This Change Order will provide for adding one unique item of work to the contract to compensate the Contractor for the extra work performed at Driveway 9 located at Sta. 8+60.40, 21' LT.

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 contract plans call for existing Driveway 9 and the roadway section in front of Driveway 9 to be removed and replaced. The business at 2902 Caroline Street (Wonton Food Corp.) utilized Driveway 9 at Sta. 8+60.40, 21' LT for freight deliveries and distributions. To least impact the company during business operations and accommodate the delivery/distribution schedule and large truck access, the traffic control plan (TCP) was slightly modified, and the contractor installed this driveway and the roadway section in front of this driveway in half and half phases. The TCP was revised to replace the low-profile concrete barrier, that was previously installed, with barrels from Sta. 7+62 to Sta. 8+90 to allow for enough room for the large trucks to enter and exit through Driveway 9. The prime contractor also self-performed the removals of the existing pavement in this section from Sta. 7+62 to Sta. 9+00, instead of the subcontractor as originally planned, to allow secure access for the large trucks to enter and exit through Driveway 9 and to avoid issues that may have arisen due to the difference in the existing and proposed pavement elevations.

To compensate the Contractor for this extra work, the following item will be added to the contract:

- Item 9608-2049, UNIQUE CHANGE ORDER ITEM 49, EXTRA WORK AT DRIVEWAY 9 (WONTON FACTORY) – 1.00 LS at a unit price of \$8,204.80/LS, where DOL=LS.

After a thorough review of the Contractor's pricing support documentation, the West Harris Area Office has determined appropriate labor rates and hours, invoices for the materials, and Equipment Watch rental rates were provided. For this reason, the West Harris Area Office has determined the prices submitted to be 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 \$8,204.80. 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% (\$406.14) making the third-party total cost \$8,610.94.

Change Order Work Limits: Sta. 7+62.00 to Sta 9+00.00

Revised Plan Sheets: 40GGG, 40HHH

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

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 67

Third Party Funding Notification Sheet

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

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

Fixed Price (Lump Sum) (Estimated Amount _____)

Actual Cost

(a) Contract Items (Bid Items): _____ \$8,531.09

(b) E&C*: (a) x $\frac{0.0495}{\text{enter \%}}$ = _____ \$422.29

TOTAL _____ \$8,953.38

CCSJ:	<u>0912-71-003</u>
Project:	<u>C 912-71-3</u>
Highway:	<u>CS</u>
County:	<u>Harris</u>
District:	<u>12</u>
Contract Number:	<u>04173038</u>

Use as needed:

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

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

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

Funding for this Change Order has been arranged:	
_____	_____
TxDOT Representative	Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

67

REPORT DATE: 5/2/2023 2:34:52PM

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: \$13,914,993.87
PEND ADJ PROJ AMT: \$13,914,993.87
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$8,531.09
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$8,531.09
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: 12" Storm Sewer Work at Rosalie St. and Anita St.
REASON: 2A - 2A-DIFFER SITE CONDITION (UNFORESEEABLE)
SECONDARY REASON(S): 004B - 4B-3RD PARTY REQUEST FOR ADDITIONAL WORK

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	

DRAFT

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

This Change Order will provide for adding one unique item of work to the contract to compensate the Contractor for the extra drainage work performed at Rosalie Street and Anita Street.

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 Request for Information (RFI) No. 41 for direction on how to address various manholes that had design issues and were preventing the manholes from being fabricated. In the response to RFI No. 41, several drainage components were revised. One being the addition of Type A Manhole (C2-A) at Sta. 2+00.15 and 31' of 12" HP storm sewer pipe to connect the manhole to an existing grate inlet at the northwest corner of Caroline and Anita Street intersection. This change order will compensate the contractor for the extra work performed to install the HP storm sewer pipe on September 28, 2020.

The contract plans call for an existing 12" PVC storm sewer line coming from the property at 3106 Caroline Street to be reconnected to the proposed Type C-1 Inlet (B2b) on Rosalie Street, Sta. 1+99.33, 13.40' RT. When the Contractor laid out the location of Inlet B2b, it was discovered that the inlet will conflict with an existing tree that was to remain in place. The Contractor submitted RFI No. 144 for direction on how to address this conflict. In the response to RFI No. 144, the location of Inlet B2b was revised to Sta. 1+74.33 (west from the original plan location). Due to this revision, this change order will compensate the contractor for the extra work performed to extend the existing 12" PVC storm sewer line west to reconnect it to Inlet B2b at the revised plan location at Sta 1+74.33, 13.40' RT, on August 4, 2020, and August 7, 2020.

To compensate the Contractor for this extra work, the following item will be added to the contract:

- Item 9608-2050, UNIQUE CHANGE ORDER ITEM 50, 12" STORM SEWER WORK AT SW ROSALIE AND NW ANITA – 1.00 LS at a unit price of \$8,531.09/LS, where DOL=LS.

After a thorough review of the Contractor's pricing support documentation, the West Harris Area Office has determined appropriate labor rates and hours, invoices for the materials, and Equipment Watch rental rates were provided. For this reason, the West Harris Area Office has determined the prices submitted to be 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 \$8,531.09. 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% (\$422.29) making the third-party total cost \$8,953.38.

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

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 68

Third Party Funding Notification Sheet

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

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

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

(a) Contract Items (Bid Items): _____ \$1,688.25

(b) E&C*: (a) x $\frac{0.0495}{\text{enter \%}}$ = _____ \$83.57

TOTAL _____ \$1,771.82

CCSJ:	<u>0912-71-003</u>
Project:	<u>C 912-71-3</u>
Highway:	<u>CS</u>
County:	<u>Harris</u>
District:	<u>12</u>
Contract Number:	<u>04173038</u>

Use as needed:

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

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

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

Funding for this Change Order has been arranged:	
_____	_____
TxDOT Representative	Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

68

REPORT DATE: 5/3/2023 10:49:46AM

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: \$13,914,993.87
PEND ADJ PROJ AMT: \$13,914,993.87
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$1,688.25
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$1,688.25
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Unknown 2" Waterline Repair at Driveway 17
REASON: 6H - 6H-UNKNOWN UNADJUSTED UTILITIES
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 will provide for adding one unique item of work to the contract to compensate the Contractor for the extra work performed during the removal of Driveway 17.

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.

During the removal of Driveway 17 at Sta. 15+72.69, 14' LT, on October 20, 2020, the Contractor encountered an existing, unknown 2" PVC waterline that was encased into the existing driveway. The waterline was damaged and began leaking water. To avoid further delays to the Contractor and impacts to the Harris Center located at 1215 Dennis Street, the Contractor made the repair.

To compensate the Contractor for this extra work, the following item will be added to the contract:

•Item 9608-2051, UNIQUE CHANGE ORDER ITEM 51, UNKNOWN 2" WATERLINE REPAIR AT DRIVEWAY 17 – 1.00 LS at a unit price of \$1,688.25/LS, where DOL=LS.

After a thorough review of the Contractor's pricing support documentation, the West Harris Area Office has determined appropriate labor rates and hours, invoices for the materials, and Equipment Watch rental rates were provided. For this reason, the West Harris Area Office has determined the prices submitted to be 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 \$1,688.25. 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% (\$83.57) making the third-party total cost \$1,771.82.

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. 68

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	4074	96082051		UNIQUE CHANGE ORDER ITEM 51	DOL	1,688.25000	0.000	1.000	1.000	\$1,688.25
		CO DESCR		CO 68, UNKNOWN 2" WATERLINE REPAIR AT DRIVEWAY 17, DOL=LS						
		ADDTL CO DESCR 1		CO 68, UNKNOWN 2" WATERLINE REPAIR AT DRIVEWAY 17, DOL=LS						
CHANGE ORDER AMOUNT										\$1,688.25

DRAFT

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 69

Third Party Funding Notification Sheet

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

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

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

(a) Contract Items (Bid Items): _____ \$404.84

(b) E&C*: (a) x $\frac{0.0495}{\text{enter \%}}$ = _____ \$20.04

TOTAL _____ \$424.88

CCSJ:	<u>0912-71-003</u>
Project:	<u>C 912-71-3</u>
Highway:	<u>CS</u>
County:	<u>Harris</u>
District:	<u>12</u>
Contract Number:	<u>04173038</u>

Use as needed:

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

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

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

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

69

REPORT DATE: 5/3/2023 2:37:44PM

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: \$13,914,993.87
PEND ADJ PROJ AMT: \$13,914,993.87
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$404.84
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$404.84
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Initial Roof Drain Extra Work at 2808 Caroline St
REASON: 1C - 1C-DESIGN ERROR OR OMISSION (OTHER)
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	

DRAFT

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

This Change Order will provide for adding one unique item of work to the contract for the extension of two roof drains for the property at 2808 Caroline Street.

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 property at 2808 Caroline Street had two existing roof drains that would drain into the existing curb gutter line along Caroline Street via ductile iron pipe at approximate Sta. 12+30 and Sta. 12+75. The contract plans do not call out or show these two roof drains. The Contractor submitted Request for Information (RFI) No. 159 for direction on how to address this issue. In his response to the RFI, the Designer recommended that the Contractor extend the existing pipes to the new curb gutter line. The Contractor created a block out in the newly installed curb, connected to the existing roof drains, and extended the pipes to the new curb gutter line. The Contractor performed this extra work on January 21, 2021.

To compensate the Contractor for this extra work, the following item will be added to the contract:

- Item 9608-2052, UNIQUE CHANGE ORDER ITEM 52, INITIAL 2808 CAROLINE ST ROOF DRAIN WORK – 1.00 LS at a unit price of \$404.84/LS, where DOL=LS.

After a thorough review of the Contractor's pricing support documentation, the West Harris Area Office has determined appropriate labor rates and hours and Equipment Watch rental rates were provided. For this reason, the West Harris Area Office has determined the prices submitted to be fair and reasonable.

It should be noted that after this roof drain work was performed on January 21, 2021, the Midtown Management District revised the roof drains at this location to include the use of catch basins with risers, pop-up drain emitters, and additional ductile iron pipe. This revision was covered in Fully Executed Change Order No. 57 (for reference only) to compensate the Contractor to perform the revised work.

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 \$404.84. 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% (\$20.04) making the third-party total cost \$424.88.

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

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 70

Third Party Funding Notification Sheet

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

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

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

(a) Contract Items (Bid Items): _____ \$1,835.49

(b) E&C*: (a) x $\frac{0.0495}{\text{enter \%}}$ = _____ \$90.86

TOTAL _____ \$1,926.35

CCSJ:	<u>0912-71-003</u>
Project:	<u>C 912-71-3</u>
Highway:	<u>CS</u>
County:	<u>Harris</u>
District:	<u>12</u>
Contract Number:	<u>04173038</u>

Use as needed:

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

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

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

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

70

REPORT DATE: 5/3/2023 4:39:59PM

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: \$13,914,993.87
PEND ADJ PROJ AMT: \$13,914,993.87
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: \$1,835.49
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$1,835.49
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Additional Traffic Control on Pierce Street
REASON: 1C - 1C-DESIGN ERROR OR OMISSION (OTHER)
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 will provide for adding one unique item of work to the contract for the additional traffic control needed along Pierce Street.

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 contract plans call for drainage and pavement work to be installed up to the end project limits at Sta. 36+70.43. In order to complete the work up to Sta. 36+70.43, a one right lane closure was needed on Pierce Street between San Jacinto Street and Caroline Street during Phase 2 Step 1 and Phase 2 Step 2. Fully Executed Change Order No. 48 (for reference only) added the traffic control plan sheets to the contract (Sheet 40UUU and Sheet 40VVV). This Change Order will compensate the Contractor for the installation and the additional signs, barrels, and arrow board needed for the lane closure.

To compensate the Contractor for this extra work, the following item will be added to the contract:

- Item 9608-2053, UNIQUE CHANGE ORDER ITEM 53, TCP at Pierce Street – 1.00 LS at a unit price of \$1,835.49/LS, where DOL=LS.

After a thorough review of the Contractor’s pricing support documentation, the West Harris Area Office has determined appropriate labor rates and hours, invoices for the materials, and Equipment Watch rental rates were provided. For this reason, the West Harris Area Office has determined the prices submitted to be 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 \$1,835.49. 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% (\$90.86) making the third-party total cost \$1,926.35.

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:

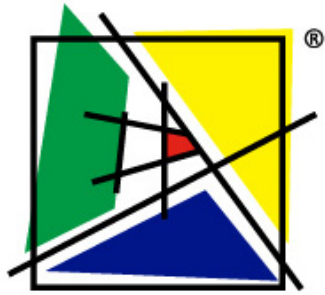
DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

DRAFT



midtown
HOUSTON

DRAFT

**MOBILITY -
GAUGE
ENGINEERING LLC**

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 1

This Work Order No. 1 (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of _____, 20__ (the "PSA").

Work Order Date: _____

Consultant: Gauge Engineering, LLC.

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$70,000

Location of Services: Houston, TX

Description of Services: Bi-monthly progress & Board meetings, GEC services for mobility & ped improvements, assistance with CIP projects as requested and Reimbursable Expenses

Schedule Requirements: Commencement of Services: _____

Completion of Services: _____

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

Gauge Engineering, LLC

By:  _____

Muhammad Ali PE - Principal
Printed Name and Title

Date: 4/20/2023

[End of Attachment B]



**GENERAL ENGINEERING SERVICES
LEVEL OF EFFORT**



DESCRIPTION OF WORK TASKS		SR PROJ MGR	SR PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	CLERICAL	TOTAL HOURS	LABOR COSTS
A. GENERAL SERVICES								
1	Bi-monthly Progress Meetings	12	18	12	8		50	\$8,110.00
2	Board meetings (as needed)	8	12				20	\$3,780.00
3	General engineering services for mobility and pedestrian improvements	16	48	90	60		214	\$29,820.00
4	Preparation or assistance with CIP projects as requested	16	48	90	40	8	202	\$27,840.00
	<i>Total</i>	52	126	192	108	8	486	\$69,550.00
	TOTAL HOURS	52	126	192	108	8	486	
	Contract Labor Rate	\$225.00	\$165.00	\$120.00	\$125.00	\$65.00		
	TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$11,700.00	\$20,790.00	\$23,040.00	\$13,500.00	\$520.00		\$69,550.00

GRAND TOTAL	
General Engineering Services	\$69,550.00
Reimbursable Expenses	\$450.00
	\$70,000.00

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “*Agreement*”) is between **MIDTOWN REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation (“*Midtown*”), and **GAUGE ENGINEERING, LLC**, a Texas limited liability company (“*Consultant*”). Midtown and Consultant are sometimes referred to herein collectively as the “*Parties*” or individually as a “*Party*”.

The Parties agree as follows:

ARTICLE 1

SCOPE OF SERVICES

1.1. Consultant agrees to perform engineering, design, project management, program management, technical, consulting and such other services (the “*Services*”) as are requested from time to time by Midtown, which Services shall be set forth more particularly in work orders, the form of which is attached hereto as Attachment B (“*Work Orders*”), issued in writing from time to time by Midtown and accepted by Consultant. Services may include design of specific projects, performing detailed site surveys, conducting constructability studies, preparing cost estimates, and determination of a contractor’s general compliance with plans, specifications, design, and planning concepts.

1.2. Work Orders shall contain the schedule, price and payment terms applicable to the Services within the scope of such Work Orders. Work Orders will refer to and be governed by and subject to the terms, conditions and other provisions of this Agreement. Work Orders will become effective when a copy thereof is signed and issued by the executive director of Midtown or his duly authorized representative (the “*Executive Director*”), signed by Consultant, returned to Midtown, and approved by Midtown’s board of directors (the “*Board of Directors*”) (if such approval is required). Services covered by any Work Order (and related plans and specifications, if any) are not modified unless such modification has been agreed to in writing by Midtown and Consultant as set forth herein.

1.3. Terms, conditions or other provisions contained in any Work Order that conflict with any terms, conditions or other provisions of this Agreement will have no effect and will be deemed stricken and severed from such Work Orders, and the balance of such Work Orders will remain in full force and effect.

1.4. Nothing herein obligates Midtown to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement prohibits the Parties from entering into separate or supplemental agreements in addition to this Agreement for services or work (e.g., services or work may involve tasks, risks and responsibilities which the Parties may decide should be governed by an agreement other than or different from this Agreement).

ARTICLE 2

TERM OF AGREEMENT

2.1. This Agreement shall be effective for a term of one (1) year from the date of the last signature set forth below and shall be automatically renewed without action by either Party for subsequent terms of one (1) year unless terminated earlier in writing in accordance with Article 13.

2.2. Notwithstanding any termination of this Agreement pursuant to Section 2.1, this Agreement shall remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as the Services under the Work Orders have been completed; provided however, that, pursuant to Article 13, either Party shall have the right to terminate any Work Order for cause and Midtown shall have the right to terminate any Work Order for convenience.

ARTICLE 3

COMPENSATION AND PAYMENT

3.1. Midtown agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant hereunder, the rates and charges agreed upon for a specific Work Order. Attachment A shall be used to negotiate the price of each Work Order issued hereunder.

3.2. On or as soon as practicable after the first day of each calendar month, Consultant shall submit an invoice to Midtown, together with appropriate releases and lien waivers in forms acceptable to Midtown, covering all Services performed by Consultant during the preceding calendar month. Consultant shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount of payment requested for each such Work Order, (iii) brief descriptions of Services performed during the prior month for each such Work Order, and (iv) the total payment requested by such invoice. Midtown shall pay the amount it agrees to be due within thirty (30) days after receipt of such invoice or within fifteen (15) days after the monthly meeting of the Board of Directors where such amount is approved, whichever is later.

3.3. Midtown may withhold and/or offset all or any part of payment requested in any invoice to protect Midtown from loss or expected loss because of:

(a) Services that are defective or not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

(b) third party suits, stop notices, claims or liens for which Consultant, or its contractors, subcontractors, subconsultants or third parties under its direction and control, is responsible pursuant to this Agreement, including pursuant to any indemnification obligation hereunder, asserted or filed against any Indemnatee (as defined below) or any Indemnatee's property or any portion thereof;

(c) uninsured damage to any Indemnitee which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its contractors, subcontractors, subconsultants or third parties under its direction or control which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance;

(d) any failure of Consultant to pay any of its contractors, subcontractors, subconsultants or third parties under its direction and control;

(e) failure of Consultant to submit proper invoices with all required attachments and supporting documentation;

(f) evidence that the Services cannot be completed for the unpaid balance of the fee due Consultant under the applicable Work Order;

(g) evidence that the Services will not be completed within the time set forth in the applicable Work Order or a schedule agreed upon for such Services, and that the unpaid balance would not be adequate to cover damages for the anticipated delay; or

(h) any other failure of Consultant to comply with this Agreement.

3.4. Consultant agrees to pay in full as soon as reasonably practicable, but in no event later than thirty (30) days following payment from Midtown for a specific Work Order, all contractors, subcontractors, subconsultants or third parties under its direction and control in connection with Services that are owed payment by Consultant out of such payment made to Consultant by Midtown.

3.5. If Midtown is entitled to reimbursement or payment from Consultant under or pursuant to this Agreement, such payment shall be made promptly upon demand by Midtown. Notwithstanding anything contained in this Agreement to the contrary, if Consultant fails to promptly make any payment due Midtown, or Midtown incurs any costs and expenses to cure any default of Consultant or to correct defective Services, or Consultant owes Midtown money for any other reason, Midtown, without waiver or limitation of any of its other rights or remedies under this Agreement and applicable law, shall have the right but not the obligation from time to time to deduct and/or offset from any amounts due or owing by Midtown to Consultant any and all amounts owed by Consultant to Midtown.

3.6. Consultant shall pay promptly all indebtedness for labor, materials and equipment used in performance of the Services under a Work Order. Consultant shall make, pay and discharge all valid taxes, lienable claims, charges, payments to all vendors, suppliers, workers, materialmen and subcontractors and take all other action necessary to keep Midtown's property and the Services free of liens. If a lien attaches to Midtown's property or the Services, Consultant shall promptly procure Midtown's release and indemnify Midtown against all damage and expense incident thereto, and Midtown may make any payment necessary to discharge the lien, and it may offset the amount of the payment, including, but not limited to, court costs, expenses, and reasonable attorneys' fees that it incurs because of the lien or its discharge, against any payment owing or to be owed to Consultant. Consultant shall furnish, on request by Midtown, receipts and

releases with respect to Services that show that all costs and expenses of the Services have been paid, and that no claims, liens, or rights to liens exist against Midtown or its property.

ARTICLE 4

ACCESS TO SITES; PERMITS; AVAILABILITY OF FUNDING

4.1. Consultant shall have access to all sites to the extent necessary for the performance of Services under this Agreement.

4.2. Unless otherwise specified in the applicable Work Order(s), Consultant will assist Midtown in securing all necessary approvals, permits, licenses, easements and consents necessary for the performance of Services.

4.3. Consultant understands that appropriations for Services pursuant to Work Orders under this Agreement will sometimes be made in stages by Midtown. Consultant also understands that such Services will be performed and expenses incurred by Consultant and payments will be made to Consultant under the direction of and subject to the approval of the Executive Director and/or the Board of Directors.

ARTICLE 5

STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; FURNISHING OF INFORMATION TO PUBLIC WORKS DIRECTOR; REVIEW AND APPROVAL BY CITY OF HOUSTON

5.1. Consultant shall supervise and direct the Services and those of its contractors, subcontractors, subconsultants or third parties under its direction and control using its best skill and attention in an expeditious and economical and efficient manner consistent with furthering the interests of Midtown, and shall exercise the degree of care, skill, and diligence in the performance of the Services that are free from defects and in accordance with and consistent with the highest industry standards for professionals regularly engaged in the performance of services of a similar nature to the Services (Consultant's "*Standard of Care*").

5.2. Consistent with its Standard of Care, Consultant will keep Midtown apprised of the status of Services, will coordinate its activities with Midtown, and accommodate other activities of Midtown at the sites to which the Services relate.

5.3. Consultant confirms and agrees that Midtown has and shall retain all rights, title, and interest in and to any information, drawings, maps, field notes, statistics, computation, or other data provided by or on behalf of Midtown, including, without limitation, any patent, trademark, copyright or other intellectual property rights, and that by use of any thereof, Consultant shall not acquire any right, title, or interest in any thereof, including, without limitation, any patent, trademark, copyright or other intellectual property rights. Consultant shall promptly report to Midtown any error, inconsistency or omission of which Consultant becomes aware in any contractor's work, in any of Consultant's documents provided to Midtown, contractor or others in connection with the Services, or in any information or documents provided to Consultant by or on behalf of Midtown. Midtown makes no representation or warranty that any services, information,

surveys and reports provided by or on behalf of Midtown under this Agreement (“**Midtown Information**”) are accurate, complete, correct, fit for their intended purpose, or can be used without infringing any patent, copyright, trademark, or other intellectual property rights of third parties under the intellectual property rights of the world. Nevertheless, Consultant shall be entitled to rely upon such Midtown Information without the need to independently confirm its accuracy, completeness, correctness, fitness for a particular purpose or likelihood of infringement; provided, however, that Consultant may not rely upon such Midtown Information if: (i) Consultant has been informed by Midtown (a) of inaccuracies, errors, omissions or other deficiencies in such Midtown Information, or (b) otherwise not to rely upon such Midtown Information, in whole or in part; or (ii) Consultant becomes aware of any inaccuracy, error, omission or other deficiency in the Midtown Information, or (iii) Consultant otherwise, in accordance with the Standard of Care, should not rely upon such Midtown Information. Consultant immediately shall inform Midtown in writing of any Midtown Information which Consultant considers unreliable. In the event Consultant is prevented from relying upon any particular item of Midtown Information but has need to rely upon such Midtown Information for performance of its Services in accordance with this Agreement, Consultant shall inform Midtown in writing of the problem with the particular item of the Midtown Information and Consultant’s need for reliable replacement information. The parties shall then determine how best to obtain such information in a reliable form.

5.4. Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its contractors, subcontractors, subconsultants or third parties under its direction and control but shall not assume control of or responsibility for the overall site safety. Construction contractors of Midtown, other than Consultant, have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all parties, and for taking appropriate steps to ensure the quality of their work and the safety of their employees and of others in connection with their performance of work or services provided under contracts with Midtown. The foregoing does not, however, relieve Consultant of its obligation to comply with the Standard of Care and otherwise properly perform its obligations under this Agreement and the Work Orders.

5.5. During performance of the Services, Consultant shall not, directly or indirectly, become involved in any relationship that presents a conflict of interest based upon information available to Consultant, or upon discovery thereof, allow such a conflict to continue. If Consultant believes that there is a possibility of a conflict of interest, prior to performance of Services, or at such time that Consultant discovers the potential for which there is a possibility of a conflict of interest, Consultant shall provide to Midtown any additional disclosures regarding the potential conflict. Consultant shall promptly provide to Midtown any facts or additional information regarding any possible conflict as Midtown may reasonably request, including that requested pursuant to Section 5.6 herein.

5.6. With respect to providing Services hereunder, Consultant shall (a) promptly disclose to Midtown any facts which might involve any reasonable possibility of a conflict of interest during the term of this Agreement; (b) complete any forms required by state law, including forms in accordance with Chapters 171 and 176, Texas Local Government Code; (c) ensure that each of Consultant’s contractors, subcontractors and subconsultants completes the required forms provided pursuant to clause (b) of this section, and provides a copy of the required forms to Midtown before such contractor, subcontractor or subconsultant performs any Services; (d)

comply with the “Good Faith Efforts” requirement defined and described in Midtown’s Minority and Women-owned Business Enterprises (“*M/WBE*”) policy, as set forth in Section 14.4; and (e) for projects funded in whole or in part by federal funds, comply with all federal requirements regarding Services performed for such projects, including those set forth in Attachment C.

5.7. If requested by Midtown, Consultant shall furnish to the director of Houston Public Works (the “*Public Works Director*”) copies of estimates and progress reports related to construction and necessary for the performance of Services as such estimates and reports are prepared and become available.

5.8. Consultant acknowledges and agrees that projects of Midtown may be subject to review and approval by the City of Houston. Accordingly, as and when requested by Midtown, Consultant shall submit information and cooperate with the City of Houston to the extent necessary to undergo such review or obtain such approval as part of the Services.

ARTICLE 6

AUDIT RIGHTS

Consultant and its contractors, subcontractors and subconsultants shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant and its contractors, subcontractors and subconsultants shall maintain records of direct costs for which Midtown is charged. Midtown shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom.

ARTICLE 7

OWNERSHIP OF INSTRUMENTS OF SERVICE AND TECHNOLOGY

7.1. All drawings, specifications, other documents prepared or furnished by the Consultant or its contractors, subcontractors, subconsultants or third parties under its direction and control pursuant to this Agreement, including those in electronic form, and copies thereof furnished by any of them and the architectural works (as defined by 17 U.S.C. 101) embodied thereby, are and shall remain Midtown’s property upon creation (collectively, “*Instruments of Service*”) provided, however, that Instruments of Service do not include pre-existing proprietary information of Consultant or its contractors, subcontractors, subconsultants or third parties under its direction and control (“*Consultant Proprietary Information*”). Consultant agrees to and does hereby assign, grant, transfer and convey to Midtown, its successors and assigns, Consultant’s entire right, title, interest and ownership in and to such Instruments of Service, including the right to secure copyright registration. Consultant confirms that Midtown and its successors and assigns shall own Consultant’s right, title and interest in and to, including the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Instruments of Service, whether or not such Instruments of Service constitute a “work made for hire” as defined in 17 U.S.C. Section 201(b). In addition, the Consultant hereby grants Midtown a fully paid-up, royalty free, perpetual, assignable, non-

exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with Midtown's exercise of its rights in the Instruments of Service, operation, maintenance, repair, renovation, expansion, replacement and modification of projects of Midtown or otherwise in connection with property or projects in which Midtown has an interest (whether by Midtown or a third party). Notwithstanding anything in this Agreement to the contrary, if (a) Midtown uses the Instruments of Service for a project other than the project for which the Instruments of Service were prepared or furnished and without Consultant's involvement, and (b) Consultant has not consented to such use, then Midtown agrees to release Consultant and its contractors, subcontractors, subconsultants and third parties under its direction and control for any liability arising from such use; provided, however, that the foregoing release shall not apply in the event such lack of involvement is due to termination of Consultant for cause. Consultant shall obtain assignments, confirmations and licenses substantially similar to the provisions of this paragraph from all of its contractors, subcontractors, subconsultants and third parties under its direction and control. Instruments of Service are to be used by Consultant only with respect to the project in connection with which such Instruments of Service were created and are not to be used on any other project without Midtown's prior written consent. For the avoidance of doubt, Consultant and its contractors, subcontractors, subconsultants or third parties under its direction and control are not prohibited from using public standards or details on any other project. Consultant and its contractors, subcontractors, subconsultants or third parties under its direction and control are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements or for other purposes in connection with Services is not to be construed as publication in derogation of Midtown's copyright or other reserved rights. Consultant shall deliver all copies of the Instruments of Service to Midtown upon the earliest to occur of Midtown's request, completion of Services in connection with which Instruments of Service were created, or termination of this Agreement, except that Consultant may keep one (1) record copy of all Instruments of Service for its files.

7.2. Consultant agrees that all information provided by Midtown in connection with Services ("**Confidential Information**") shall be considered and kept confidential, and shall not be reproduced, transmitted, used or disclosed by Consultant without the prior written consent of Midtown, except as may be necessary for Consultant to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (i) was at the time of receipt by Consultant otherwise known by Consultant by proper means;
- (ii) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to Consultant;
- (iii) subsequently is developed independently by Consultant by proper means, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of Consultant being a Party to this Agreement;

(iv) becomes known or available to Consultant from a source other than Midtown that acquired it through proper means, which source is not under an obligation of confidentiality to Midtown, and without breach of this Agreement by Consultant or any other impropriety of Consultant;

(v) enters the public domain without breach of this Agreement by or other impropriety of Consultant;

(vi) becomes available to Consultant by inspection or analysis of products available in the market;

(vii) is disclosed with the prior written approval of Midtown;

(viii) was exchanged between Midtown and Consultant and ten years have subsequently elapsed since such exchange; or

(ix) is required to be disclosed pursuant to applicable law; provided that Consultant promptly notifies Midtown in writing of any proposed disclosure of Confidential Information pursuant to this subsection sufficiently in advance of such proposed disclosure such that Midtown may seek an appropriate protective order (and Consultant shall reasonably cooperate, at Midtown's expense, with any such effort) or waive any applicable confidentiality requirements hereunder.

7.3. Consultant shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as Consultant normally takes to preserve and safeguard its own proprietary or confidential information, but in no event less than a commercially reasonable degree of care.

7.4. Consultant will advise Midtown of any patents, trademarks, copyrights or proprietary rights and any royalties, licenses, or other charges which Consultant knows or should know in the exercise of its Standard of Care that impacts any design provided by Consultant in connection with any Services, and obtain Midtown's prior written approval before proceeding with such Services. Consultant shall not perform patent searches or evaluation of claims, but will assist Midtown in this regard if requested, on the basis set forth herein. There will be no charge for Consultant's existing patents.

ARTICLE 8

INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods, subject to compliance with this Agreement. Consultant shall not be considered a partner, joint venture, affiliate, agent or employee of Midtown and shall in no way have any authority to bind Midtown to any obligation. As an independent contractor, as between Consultant and Midtown, Consultant assumes full responsibility for the safety of all persons performing and property associated with Consultant's performance of the Services, and shall

supervise and control Consultant's agents, employees, contractors, subcontractors, subconsultants and any third parties under its direction and control.

ARTICLE 9

CORRECTION OF SERVICES

If Consultant fails to comply with the Standard of Care, in addition to such other rights and remedies as Midtown may have under this Agreement, at law or in equity, Consultant shall, without additional compensation, be responsible for the damages suffered or incurred by Midtown due to such failure by Consultant, and the costs, fees and expenses of correcting its Services, including but not limited to, when applicable:

- (a) The cost of correcting and replacing any affected design documents, including reproducible drawings;
- (b) The replacement cost of the contractor's work which is installed pursuant to and in accordance with documents for which Consultant is responsible under this Agreement or applicable Work Order containing errors or omissions in contravention of the Standard of Care; and
- (c) The additional costs of consultants to Midtown, if any, arising out of such defective Services.

In the event that Consultant is either not capable of performing the corrections or not capable of performing such corrections in time to meet Midtown's requirements, Midtown may have the Services performed and any defective Services corrected by a third party and Consultant shall reimburse Midtown for the fees, costs and expenses of such performance or correction or Midtown may offset such amount in accordance with this Agreement or otherwise in accordance with applicable law.

ARTICLE 10

INDEMNIFICATION BY CONSULTANT

TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS MIDTOWN AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND THE CITY OF HOUSTON AND ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "**INDEMNITEES**"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, INJURIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, PENALTIES, FINES, FEES, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**"), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING THE TEXAS DECEPTIVE TRADE PRACTICES ACT (AS AMENDED) OR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, ARISING IN FAVOR OF OR BROUGHT

BY ANY OF CONSULTANT'S EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR BY ANY GOVERNMENTAL AGENCY OR BY ANY OTHER THIRD PARTY WHICH ARE :

- A. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- B. TO THE EXTENT CAUSED BY OR RESULTING FROM ANY ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE (WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE), BY CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- C. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- D. DUE TO THE FAILURE OF CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL TO PAY ITS CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT; OR
- E. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH LOSSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH LOSSES ARE CAUSED BY, ARISE FROM OR RESULT FROM ANY ACTS OR OMISSIONS OF CONSULTANT (WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE), ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR

ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES
DIRECTION AND/OR CONTROL.

The indemnification obligations of Consultant under this Article 10 shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this Article 10. The presence or absence of any insurance relating to or otherwise affecting this Agreement, the Services, the Instruments of Service, or the Consultant's actions or inactions shall not be construed as a limitation upon the duties and obligations of the Consultant as provided in this Article 10.

ARTICLE 11

LIMITATION OF LIABILITY

11.1. Except for Consultant's obligations pursuant to Article 10, neither Party hereto, nor its affiliates, its contractors, subcontractors, subconsultants, or vendors of any tier, shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or for any other indirect, consequential or special damages, WHETHER ARISING OUT OF OR BASED UPON THE OTHER'S BREACH OF CONTRACT OR OTHERWISE UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY, WITHOUT REGARD TO FAULT), OR THE LAW OF PROPERTY, OR AT COMMON LAW OR IN EQUITY, VIOLATION OF STATUTE, OR OTHERWISE, provided that this waiver shall not apply to:

- (i) the other's gross negligence, willful or intentional misconduct, or fraud or misrepresentation;
- (ii) damages specifically contemplated in this Agreement; or
- (iii) damages recoverable from any insurance procured by the other.

11.2. For purposes of this Article, an "**affiliate**" of a Party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers.

ARTICLE 12

INSURANCE

Consultant shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and through the expiration of the last correction period set forth in Article 9, provide insurance coverage, with companies lawfully authorized to do business in Texas, in at least the amounts and types described in Attachment D. Consultant shall require its contractors, subcontractors and subconsultants of any tier to maintain similar insurance during this period. Such insurance is to be provided at the sole cost of Consultant and all contractors, subcontractors and subconsultants of any tier. In the event any requirement of Attachment D or this Article 12 is less stringent upon Consultant or its contractors, subcontractors and subconsultants of any tier than those which are required pursuant to any agreement between the

City of Houston and Midtown, upon notification by Midtown to Consultant of such requirement, then Consultant agrees to comply and to cause its contractors, subcontractors and subconsultants of any tier to comply with and cause compliance with any more stringent requirements set forth therein.

ARTICLE 13

CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE; UNFORESEEN SITE CONDITIONS

13.1. Midtown may, at any time and from time to time, make written changes to Work Orders in the form of modifications, supplements, additions, or omissions. In the event Consultant believes that such modifications, supplements, additions, or omissions will entitle Consultant to an adjustment in time or compensation for performance, Consultant shall notify Midtown in writing before commencing such modifications, supplements, additions, or omissions. Such notification shall include a statement of the proposed schedule and cost adjustment for such modifications, supplements, additions, or omissions. In the event that Midtown agrees, in its sole discretion, that Consultant is entitled to an adjustment, Midtown shall issue a written change order setting forth the agreed upon equitable adjustment to the Work Order to reflect the change in compensation and schedule, which change order shall be effective upon execution by Consultant. If Consultant commences such modifications, supplements, additions, or omissions without first notifying Midtown as required herein and obtaining such change order and Midtown does not subsequently agree to an adjustment for such modifications, supplements, additions, or omissions in writing, Consultant does so at its own risk and Midtown shall not be required to pay or otherwise be liable for any costs or expenses associated with such modifications, supplements, additions, or omissions and Consultant will not be entitled to any compensation or schedule adjustment. Furthermore, if any such modifications, supplements, additions, or omissions are required due to Consultant's errors, omissions, failure to comply with this Agreement or Work Order or other fault, Consultant shall provide such modifications, supplements, additions, or omissions at its own cost and expense and without any adjustment to the schedule.

13.2. Midtown may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order, in whole or in part, at any time by giving thirty (30) days' written notice of such termination. Upon receipt of such notice Consultant shall:

- (i) stop work on the date and to the extent specified in such notice, and
- (ii) take such further action regarding termination of the Services as Midtown may reasonably direct.

In the event of such termination, Midtown shall have the right but not the obligation to assume all obligations, commitments, and claims that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and Midtown shall pay Consultant for Services properly performed to date of termination and for reasonable costs of closing out such Services. Upon termination, Consultant may invoice Midtown for all Services performed by Consultant prior to the time of termination which have not previously been compensated. Payment

of this final invoice is subject to the agreement of Midtown and is due and payable within thirty (30) days after receipt by Midtown or within fifteen (15) days after the monthly meeting of the Board of Directors where such amount is approved, whichever is later.

13.3. This Agreement or any Work Order may be suspended by Midtown, in whole or in part, upon notice to Consultant, specifying which portion of the Services are to be suspended and the effective date of such suspension. Consultant shall continue to diligently perform any remaining Services that are not suspended. Upon resumption of the Services, Consultant may seek a change order pursuant to Section 13.1 to equitably adjust Consultant's compensation and time for performance as a result of such a suspension; provided, however, that no adjustment shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Consultant is responsible or otherwise for a delay not caused by Midtown; or (ii) that an equitable adjustment is made or denied under another provision of this Agreement or applicable Work Order. Moreover, adjustments made in the cost of and time for performance shall be limited to the increase or decrease in the cost and time of performance directly attributable to such suspension and subject to the approval of Midtown.

13.4. This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with this Agreement or such Work Order and the breaching Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that Midtown terminates this Agreement or any Work Order for cause, no compensation for such Work Order will be due Consultant until final completion of the then ongoing Services and payment of any such compensation will be subject to Midtown's right to offset all damages and costs associated with finally completing such Services.

13.5. The payments due Consultant for termination and suspension as set forth in this Article 13 shall be Midtown's only obligation and liability to Consultant by reason of such termination or suspension. Consultant shall not be entitled to any additional amounts for anticipated profits or unperformed Services. All amounts payable shall be subject to Midtown's rights to offset and audit.

ARTICLE 14

ASSIGNMENT AND SUBCONTRACTING

14.1. Consultant shall not assign or transfer (by operation of law or otherwise) any right or interest in this Agreement or any Work Order without Midtown's prior written consent. For purposes of this Article 14, a merger is considered a transfer. Any purported assignment by the Consultant in violation of this provision shall be void. Midtown may assign its rights and obligations under and interest in this Agreement, in whole or in part, without the consent of the Consultant.

14.2. The Parties respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other Party hereto and to partners, successors, permitted assigns and legal representatives of such other Party in respect of all covenants, agreements and obligations contained herein.

14.3. Consultant shall not utilize any contractor, subcontractor or subconsultant without prior written approval by Midtown. The qualifications of Consultant's contractors, subcontractors and subconsultants shall be subject to Midtown's review and approval. All agreements between the Consultant and its contractors, subcontractors and subconsultants shall be subject to the requirements of (and such agreements shall expressly so state) this Agreement and applicable Work Orders. Consultant shall be fully responsible for the timely and proper performance of Services by its contractors, subcontractors and subconsultants to the same extent as if all such Services were performed by the Consultant's personnel. All costs of Services performed by such contractors, subcontractors and subconsultants are included in the compensation due Consultant for such Services and shall be paid by the Consultant. Midtown shall have no responsibility for payment of the Consultant's contractors, subcontractors and subconsultants.

14.4. It is Midtown's policy to ensure that M/WBEs have full opportunity to compete for and participate in Midtown contracts. Consultant will be required to comply with the City of Houston's M/WBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Consultant will be required to make good faith efforts to award subcontracts and supply agreements in at least 30% of the value of each applicable Work Order (as provided herein) to certified M/WBEs. Consultant acknowledges that it has reviewed the requirements for good faith efforts on file with the City of Houston's Office of Business Opportunity ("**OBO**"), available at <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with these requirements. Midtown's M/WBE program is a goal-oriented program, requiring contractors who receive contracts from Midtown to use good faith efforts to utilize certified M/WBE businesses. For purposes of this Agreement, the program applies to all Work Orders over \$50,000, except Work Orders funded in whole or in part by federal funds, unless otherwise prohibited by applicable law or expressly exempted by Midtown. To participate, a business must be certified as an M/WBE by an agency or organization whose certification is recognized by Midtown. Midtown recognizes certification by the following governmental and private agencies: the City of Houston's OBO, the Houston Minority Supplier Development Council, or the Women Business Enterprise Alliance. Midtown has the right to revoke acceptance of a business as a certified business and to conduct certification reviews.

ARTICLE 15

CONSULTANT REPRESENTATIVE/CONSULTANT TEAM

15.1. Consultant shall designate an individual to serve as its representative and provide Midtown with written notice of such individual prior to performing any Services. Any consent, approval, decision or determination hereunder by such representative shall be binding on Consultant. Consultant shall have the right, from time to time, to change such representative to another equally or better qualified individual, but only with Midtown's prior written consent, by giving Midtown written notice of Consultant's intent to do so.

15.2. Consultant is obligated to employ the personnel, contractors, subcontractors and subconsultants for performance of the Services as originally proposed. Requests for replacements of the original personnel, contractors, subcontractors or subconsultants shall be submitted in writing to Midtown. Changes must be approved in writing by Midtown, who shall carefully

consider the qualifications and status of the proposed replacement personnel, contractors, subcontractors or subconsultants.

ARTICLE 16

SEVERABILITY AND REFORMATION

The invalidity, illegality, or unenforceability of any provision of this Agreement or any Work Order, or the occurrence of any event rendering any portion or provision of this Agreement or any Work Order void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or Work Orders. If any provision of this Agreement or any Work Order or any portion of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from this Agreement or such Work Order and the balance of this Agreement or Work Order shall remain in full force and effect. The parties further agree that this Agreement and any Work Order shall be construed to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement or Work Order from being void should a provision which is the essence of this Agreement or applicable Work Order be determined to be invalid, illegal, unenforceable or void.

ARTICLE 17

CONSTRUCTION

If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The terms “include,” “includes” or “including” shall mean “including without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

This Agreement and Work Orders issued under it contain the full and complete understanding of the Parties pertaining their subject matter and supersede any and all prior and contemporaneous representations, negotiations, statements, agreements or understandings between the parties, whether written or oral. Neither party has relied on any such representations, negotiations, statements, agreements or understandings. This Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 19

NO THIRD PARTY BENEFICIARY

There are no third party beneficiaries of this Agreement and no third party may rely upon any obligation herein or upon the findings of any report produced hereby. Further, this Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

ARTICLE 20

GOVERNING LAW

This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles.

ARTICLE 21

COMPLIANCE WITH STATE LAWS

21.1. Consultant hereby certifies that Consultant is not delinquent in a tax owed the State of Texas under Chapter 171, Texas Tax Code.

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

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

ARTICLE 22

DISPUTE RESOLUTION; VENUE; JURISDICTION

22.1. In the event of any claim, dispute or controversy arising out of or relating to the implementation of or performance of this Agreement or any Work Order (whether such claim,

dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of tort, contract, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, for damages or any other relief) (all of which are referred to herein as “*Disputes*”) which Midtown and Consultant have been unable to resolve within thirty (30) days after such Dispute arises, a senior representative of Consultant shall meet with the Executive Director of Midtown at a mutually agreed upon time and place not later than forty-five (45) days after such Dispute arises to attempt to resolve such Dispute. In the event such representatives are unable to resolve any such Dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such Dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Houston, Texas. The mediation requirement in this section shall not operate to prevent Midtown from filing a lawsuit and/or claim in the event that Midtown reasonably believes such lawsuit and/or claim is necessary to protect its rights in any respect, including but not limited to preserving limitations or preventing irreparable harm to its interests.

22.2. Subject to Consultant’s obligation to comply with the requirements of the foregoing Section 22.1, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement or any Work Order, Consultant hereby agrees that this Agreement and all Work Orders are performable in whole or in part in Houston, Harris County, Texas, and hereby submits to the jurisdiction of the state courts within Houston, Harris County, Texas, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Consultant. For the avoidance of doubt Consultant hereby expressly, clearly and unequivocally agrees that Midtown has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Agreement shall be heard; and, having so agreed, Consultant hereby irrevocably waives its right to remove any such proceeding to any federal court should Midtown choose to bring any proceeding in any state court of Texas. Furthermore, to the fullest extent permitted by law, Consultant hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of, relating to or connected with this Agreement in any state court in Houston, Harris County, Texas. Finally, Consultant hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Houston, Harris County, Texas, has been brought in an inconvenient forum.

22.3. If Consultant brings any claim against Midtown and Consultant does not prevail with respect thereto, Consultant shall be liable for all reasonable and necessary attorneys’ fees incurred by Midtown as a result thereof.

ARTICLE 23

RIGHTS AND REMEDIES

23.1. Duties and obligations imposed by this Agreement and the Work Order and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, except where a remedy is agreed to be sole and exclusive in this Agreement or applicable Work Order.

23.2. Failure of either Party to insist on the strict performance of any of the requirements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation hereunder or to exercise any right or remedy occurring as a result of any default or failure of performance. Furthermore, no action or failure to act by Midtown shall constitute a waiver of any right or duty afforded to Midtown under this Agreement or otherwise by law, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder. Any claim by the Consultant that the terms of conditions of this Agreement or any Work Order have been changed or waived must be evidenced by an agreement in writing approved and signed by Midtown.

23.3. Any acceptance or approval by Midtown shall not constitute nor be deemed to be a release of responsibility or liability of Consultant or its contractors, subcontractors and subconsultants for the accuracy, competency and completeness of any Services, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by Midtown for any defect, error or omission in any Services. Whenever used in this Agreement or any Work Order, "approval," "approve," "approved," "consent" or "consented" shall not include any implied or imputed approval or consent.

ARTICLE 24

NOTICE

All notices, requests or consents provided for or required to be given hereunder must be in writing and will be deemed given if personally delivered, or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service (with proof of receipt) to the following addresses (or any other address that a Party may designate by written notice to the other Party):

If to Midtown: Midtown Redevelopment Authority
410 Pierce Street
Suite 355
Houston, Texas 77002
Attention: Matthias Thibodeaux

If to Consultant: Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, Texas 77079

Attention: Muhammad Ali

If delivered personally, notice will be deemed received upon delivery. If delivered by certified mail, notice will be deemed received upon the earlier of actual receipt or five (5) business days after the date of deposit in the United States mail. If delivered by a nationally recognized overnight delivery service, notice will be deemed received the first business day after the date of deposit with the delivery service.

ARTICLE 25

COUNTERPARTS

This Agreement may be executed and delivered (including by facsimile transmission or electronic signature) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year of the last signature written below.

Consultant:

GAUGE ENGINEERING, LLC

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

By: _____

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

DRAFT

ATTACHMENT A

Compensation terms for Services:

A.1. COMPENSATION BASED ON COST

(a) PERSONNEL COSTS

**FOR SERVICES
ON TIME AND MATERIALS BASIS**

<u>Staff Category</u>	<u>Hourly Rate</u>
Sr. Project Manager	\$225
Project Manager	\$180
Construction Manager	\$170
Senior Project Engineer	\$165
Project Engineer	\$150
GIS Specialist	\$130
Graduate Engineer	\$120
Senior Designer	\$125
Inspector	\$115
Project Administrator	\$100
CADD Tech	\$90
Administrative Assistant	\$85
Clerical	\$65

(b) ALL OTHER EXPENSES

Reimbursable expenses will be invoiced at the actual cost, which will not exceed the reasonable cost for such expense, and will be limited to those costs incurred by the Consultant and its contractors, subcontractors and subconsultants of any tier in performing the Services as follows:

1. Subject to Midtown's approval, actual and reasonable travel and subsistence expenses for out-of-town travel in the discharge of duties in connection with the Services, provided that the daily travel rates shall not exceed those set forth above. Consultant shall use commercially reasonable efforts to obtain the lowest available cost for such travel and expenses, including but not limited to coach class air travel. For travel solely by automobile, mileage will be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel for business miles.
2. Costs of postage including the cost of air express mail and delivery services directly required by the Services.
3. Fees paid on behalf of Midtown for securing approvals of governmental authorities having jurisdiction over a project, if directly required by the Services.

4. Costs of additional insurance coverage or limits, including professional liability insurance, when requested by Midtown in amounts in excess of the requirements of Attachment D of this Agreement.

5. An estimate of Consultant's reimbursable expenses will be set forth in each Work Order; provided, however, that Consultant shall provide notice to Midtown when the total of its reimbursable expenses are 75% of such estimate for each project along with a revised estimate of the total reimbursable expenses for the Work Order and each project included therein.

Non-reimbursable expenses are included within the fees for the Services and include expenses incurred by the Consultant and its contractors, subcontractors and subconsultants of any tier as follows:

1. Costs of all transportation and subsistence expenses within (i) the metropolitan area of the Consultant and its contractors, subcontractors and subconsultants of any tier, and (ii) the metropolitan area of any project.

2. All local postage.

3. All telephone communications, internet services, e-mail transmissions, and facsimile transmissions.

4. All photocopying required either in support of the Services or to communicate with contractor, Midtown, and all other consultants and sub-consultants to Midtown or the Consultant of any tier.

5. Costs of all materials, photographic production, computer time, data processing and similar expenses incurred in support of the Services.

6. Any other costs in excess of the fees paid by Midtown unless approved in advance and in writing by Midtown.

A.2. LUMP SUM COMPENSATION (STIPULATED SUM FEE)

Unless a particular Work Order expressly states otherwise, Midtown will compensate Consultant on the basis of a mutually agreed lump sum price for the scope of work specified in the Work Order. Midtown may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, contractor, subcontractor and subconsultant costs, and other direct costs included in the estimate. Rates to be used in preparing the estimate will be as specified in Section A.1(a) above. Consultant will submit and Midtown will pay monthly invoices based on the mutually agreed percentage of the project completed, or according to the mutually agreed schedule of payment by design phase if such schedule is expressly included in a Work Order.

[End of Attachment A]

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ATTACHMENT B

Form of Work Order

WORK ORDER NO. _____

This Work Order No. ____ (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of _____, 20__ (the "PSA").

Work Order Date: _____

Consultant: _____.

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: _____

Location of Services: _____

Description of Services: _____

Schedule Requirements: Commencement of Services: _____

Completion of Services: _____

Midtown:

Consultant:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

By: _____

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

[End of Attachment B]

ATTACHMENT C

Federal Transit Administration Required Clauses and Related Provisions

For purposes of Attachment C, the term “Contractor” or “Respondent” shall mean Consultant and the term “Owner” shall mean Midtown.

Contractor is bound to Midtown to the same extent that Midtown is bound as recipient to the FTA pursuant to the clauses contained in Attachment C.

As such, Contractor agrees to comply with the statutory schemes and requirements set forth or referred to in this Attachment C to the extent each applies to the Contractor or the Services or any other obligations of Contractor pursuant to this Agreement. Without limiting the generality of the foregoing, Contractor agrees to submit all certifications as required by this Attachment C.

Moreover, to the extent that Midtown is required to ensure that the Contractor and any entity under its control comply with any requirement set forth or referred to in this Attachment C, the Contractor is itself responsible to ensure its own compliance with each thereof as well as to ensure the compliance with each thereof by all such entities under its control.

Further, to the extent that Midtown is required to give Contractor notice pursuant to any of the requirements set forth or referred to in this Attachment C, Contractor agrees that the inclusion of the requirements contained or referred in this Attachment C constitutes sufficient notice to discharge any such obligation of Midtown.

Finally, except to the extent required by law, Contractor agrees that Midtown’s obligations to the Contractor, and the Contractor’s rights in respect of Midtown, shall not be broadened or expanded pursuant to the inclusion of this Attachment C as part of this Agreement.

These federally required contract clauses are in accordance with FTA Circular 4220.1F, Third Party Contracting Guidance. The Respondent certifies to abide by the clauses below as part of this procurement. The Respondent must also complete the forms included in the Respondent/Contractor Pre-Award Certifications.

1. **FLY AMERICA** – Does not apply to this contract.
2. **BUY AMERICA** – Does not apply to this contract.
3. **CHARTER BUS and SCHOOL BUS REQUIREMENTS** – Does not apply to this contract.
4. **CARGO PREFERENCE REQUIREMENTS** – Does not apply to this contract.

5. SEISMIC SAFETY REQUIREMENTS – Does not apply to this contract.

6. ENERGY CONSERVATION

- a. As authorized by the State of Texas, the Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Respondent/Contractor shall design the facility in accordance with 2015 IECC.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving construction of commercial buildings financed in whole or in part with Federal assistance provided by FTA.

7. CLEAN WATER

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Respondent/Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING – Does not apply to this contract.

9. PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS – Does not apply to this contract.

10. LOBBYING

- a. Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 C.F.R. Part 20, New Restrictions on Lobbying, with the Owner. Each subcontractor shall file the Certification Regarding Lobbying with the Respondent/Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- b. The Respondent/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Contractor to the Owner. The Respondent/Contractor agrees to include

these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- c. The certification regarding Lobbying to be completed by the Respondent/Contractor and subcontractor(s) is provided herein (See Respondent/Contractor Pre-Award Certifications) under Certifications and Forms Section.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

- a. The Owner is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Respondent/Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Respondent/Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

13. BONDING REQUIREMENTS – Does not apply to this contract.

14. CLEAN AIR

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Respondent/Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS – Does not apply to this contract.

16. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this contract.

17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT – Does not apply to this contract.

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- a. The Owner and the Respondent/Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, the Respondent/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Respondent/Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Respondent/Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Respondent/Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the

Respondent/Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent/Contractor to the extent the Federal Government deems appropriate.

- b. The Respondent/Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c. The Respondent/Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

The termination provisions of this Agreement are provided in Article 13 hereof.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b. The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (**See Respondent/Contractor Pre-Award Certifications**) is a material representation of fact relied upon by the Owner. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. **PRIVACY ACT** – Does not apply to this contract.

24. **CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

- a. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity** - The following requirements apply to the underlying contract:
 - i. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Respondent/Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Respondent/Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

- iii. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Respondent/Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

The breach provisions of this Agreement are provided in Article 13 hereof, and the dispute resolution provisions of this Agreement are provided in Article 22 hereof.

26. PATENT AND DISPUTE RESOLUTION – Does not apply to this contract.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – Does not apply to this contract.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 12.5%. A separate contract goal has not been established.
- b. The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Respondent/Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.
- c. Respondents are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53 (**See Respondent/Contractor Pre-Award Certifications**). Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:
 - i. The names and addresses of subcontractors that will participate in the contract;

- ii. A description of the work that each subcontractor will perform;
 - iii. Whether the subcontractors are a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - iv. The ethnic code, as described in the form;
 - v. The age of the firm;
 - vi. The annual gross receipts from the firm;
 - vii. The dollar amount of the participation of each DBE firm participating; and
 - viii. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made under (8) (**See Respondent/Contractor Pre-Award Certifications**).
- d. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Owner. The Respondent/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by the Owner, and following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.
- e. The Respondent/Contractor must promptly notify the Owner, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Respondent/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Owner.
- f. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**See Respondent/Contractor Pre-Award Certifications**).
- g. The Owner encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks (<http://www.federalreserve.gov/releases/mob/>).

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses, are hereby incorporated by reference. The following clauses apply to this contract.
 - i. Access to Records and Reports
 - ii. Clean Air Act and Federal Water Pollution Control Act
 - iii. Civil Rights Laws and Regulations
 - iv. Disadvantaged Business Enterprise (DBE)
 - v. Fly America
 - vi. Government-Wide Debarment and Suspension
 - vii. Lobbying Restrictions
 - viii. No Government Obligation to Third Parties
 - ix. Program Fraud and False or Fraudulent Statements and Related Acts
 - x. Termination
 - xi. Violation and Breach of Contract
- b. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.
- c. The Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

31. DRUG AND ALCOHOL TESTING – Does not apply to this contract.

32. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

- a. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Respondent/Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and

facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

- c. The Respondent/Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
- d. In addition, the Respondent/Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing
- e. The Respondent/Contractor and all of its subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
 - i. 49 C.F.R. Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation
 - ii. 49 C.F.R. Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation
 - iii. 49 C.F.R. Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation
 - iv. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation
 - v. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation
 - vi. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation”
 - vii. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC

- viii. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation
- ix. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
- x. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
- xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

33. VETERAN’S PREFERENCE – Does not apply to this contract.

RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor BEFORE the bid or proposal is submitted. All certifications listed below follow this checklist.

Respondent/Contractor's Initials:

- A. Lobbying Certification _____
- B. Suspension and Debarment Certification _____
- C. Respondent/Contractor Certification _____
- D. DBE Subcontractor Certification _____
- E. Contractor Payment Report Form _____

I HEREBY ATTEST THAT THE PREVIOUS EXHIBIT TITLED, FEDERALLY REQUIRED CONTRACT CLAUSES, WAS READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR _____

LOBBYING CERTIFICATION FORM

To be completed by the prime contractor and all subcontractors.

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR _____

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SUSPENSION AND DEBARMENT CERTIFICATION FORM

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

PRIMARY COVERED TRANSACTIONS

To be completed by the prime contractor and all subcontractors.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 C.F.R. Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON NEXT PAGE)**

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE: _____
SIGNATURE: _____
NAME / TITLE: _____
RESPONDENT/CONTRACTOR _____

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the Owner to which this proposal is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 C.F.R. Part 145).
5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Owner entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

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RESPONDENT/CONTRACTOR CERTIFICATION

Instructions: The prime Respondent/Contractor shall complete this form by listing 1) Names of ALL proposed subcontractors, whether or not the subcontractor is a DBE or SBE. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) Ethnic Code of firm, 6) Gender code of owner, 7) Age of the firm, 8) Annual gross receipts of the firm, and 9) % or \$ amount of Total Subcontract. Those contractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those (sub)contractors which are listed on this form as DBEs must complete **DBE SUBCONTRACTOR CERTIFICATION**, agreeing to the information here.

RESPONDENT/CONTRACTOR: _____

PROJECT NAME: _____

ETHNIC CODES

- | | |
|----------------------------------|--------------------------|
| A Black American | E Asian-Pacific American |
| B Hispanic American | F Non-Minority Women |
| C Native American | G Other |
| D Sub-continental Asian American | |

GENDER CODES

- A Male B Female C Choose Not to Disclose

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Name of subcontractor	Address, Telephone # of DBE Firm (Including name of contact)	Description of Work, Service Provided	DBE, SBE or non-DBE	Ethnic Code	Gender Code	Age of Firm	Annual Gross Receipts	DBE % or \$ amount of Total Contract

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Name of subcontractor or	Address, Telephone # of DBE Firm (Including name of contact)	Description of Work, Service Provided	DBE, SBE or non-DBE	Ethnic Code	Gender Code	Age of Firm	Annual Gross Receipts	DBE % or \$ amount of Total Contract

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with the Owner. The Contractor agrees to the terms of this schedule by signing below and submitting the DBE SUBCONTRACTOR CERTIFICATION, as completed by the DBE subcontractor(s).

SIGNATURE

DATE

DBE SUBCONTRACTOR CERTIFICATION

NOTE: In accordance with 49 C.F.R. (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in the DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this RFP.

1. TO: (Respondent/Contractor): _____

2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) _____

and at the following price \$ _____ and/or _____ % of the total contract amount (should be the same \$ or % found on **RESPONDENT/CONTRACTOR CERTIFICATION**).

4. The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____ DBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DATE: _____ RESPONDENT/
CONTRACTOR _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

**ATTACH COPY OF SUBCONTRACTOR'S
TEXAS UNIFIED CERTIFICATION PROGRAM CERTIFICATE**

DRAFT

CONTRACTOR PAYMENT REPORT FORM

This form is to be included with each pay application until final payment of the Contract has been made. This form has been included for reference only.

CONTRACTOR PAYMENT REPORT FORM							
<p>Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following page.</p>							
1. Contract Number, if applicable	2. Invoice Number	3. Reporting Period From: _____ To: _____		4. Contractor's Business Name	5. Contact Person	6. Address	
7. Telephone Number	8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications	12. Total Amount Received to Date	13. Total Amount Owed	
			\$	\$	\$	\$	
14. Committed DBE %	15. Actual DBE Participation to date	16. Actual DBE % to Date					
	\$	#VALUE!					
17	18	19	20	21	22	23	24
Name of DBE Subcontractor	Description of Work	Amount of payments made during current invoice period	Date of payments made during current invoice period	Subcontract Dollars	Amount paid to date	Percent Paid to Date	Amount of this invoice allocated to DBE subcontractor
<i>(Add rows to the table, as needed, to complete this section)</i>							
By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.							
Signature		Date Signed	Name and Title of Individual Completing Report				

[End of Attachment C]

ATTACHMENT D

Insurance

(a) **Kinds of Claims:**

- (1) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to Consultant's Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of Consultant's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by Consultant, or (ii) by another person;
- (5) claims for damages, other than to Consultant's work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- (7) claims for professional negligence.

(b) **Policies and Minimum Limits of Liability**

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
A. Workers' Compensation Texas Operations Employer's Liability	Statutory Accident \$500,000 Each Accident Disease \$500,000 Each Employee Disease \$500,000 Policy Limit
B. Commercial General Liability Including, but not limited to: 1. premises/operations 2. independent contractors' protective 3. products and completed operations 4. personal injury liability with employment exclusion deleted 5. contractual	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$500,000 Fire Damage Liability

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
C. Professional Liability	\$2,000,000 each occurrence & \$2,000,000 aggregate on a claims made basis covering errors and omissions of Consultant and its contractors, subcontractors and subconsultants
D. Business Automobile Liability including All Owned, Hired and Non-owned Automobiles.	\$1,000,000 Combined Single Limit Per Occurrence
E. Umbrella Liability	\$4,000,000 Per Occurrence \$4,000,000 Aggregate Bodily Injury and Property Damage

*Aggregate limits are per 12 month policy period unless otherwise indicated.

(c) **Additional Requirements**

(1) All required insurance shall be maintained with responsible insurance carriers acceptable to Midtown and lawfully authorized to issue insurance of the types and amounts set forth in Article 12 and this Attachment D and having a Best's Financial Strength Rating of at least A- and a Best's Financial Size Category of Class VII or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

(2) All policies shall be in a form reasonably acceptable to Midtown and each policy must state that, to the extent commercially available, such policy may not expire or be cancelled, materially modified or nonrenewed unless the carrier therefor gives Midtown and the Public Works Director thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Consultant shall, prior to such expiration, supply Midtown with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or replacement policies shall be in form and substance satisfactory to Midtown and written by carriers acceptable to Midtown. Consultant shall or, to the extent commercially reasonable, shall cause the applicable carrier or carriers to give written notice to the Public Works Director and Midtown within five days of the date on which total claims by any party against any insurance provided pursuant to Article 12 and this Attachment D reduce the aggregate amount of coverage below the amounts required by Article 12 and this Attachment D. In the alternative, a policy may contain an endorsement establishing a policy aggregate for each Work Order, subject to approval of such endorsement by Midtown.

(3) With respect to all policies required in Article 12 and this Attachment D, as soon as practicable upon execution of this Agreement, Consultant shall deposit with Midtown true and correct certificates thereof, accompanied by evidence satisfactory to Midtown of the payment of premiums and of the requirements of Article 12 and this Attachment D. Thereafter, certification of premium payments shall be deposited with Midtown not less than thirty (30) days before the expiration dates of the expiring policies or reduction of the stated dollar coverage of the face of

the policy. If requested to do so by Midtown, Consultant shall also furnish the originals or certified copies of the insurance policies for inspection.

(4) All policies of insurance and certificates issued pursuant to Article 12 and this Attachment D, with the exception of Professional Liability, and Workers' Compensation Insurance, shall name the Indemnitees as additional insureds.

(5) Inasmuch as Midtown and Consultant intend that all of Consultant's insured losses and liabilities fall upon Consultant's insurers, without recourse against Midtown, Consultant agrees to cause of all its policies of insurance required pursuant to Article 12 and this Attachment D to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Indemnitees.

(6) All insurance required pursuant to Article 12 and this Attachment D shall be primary in respect of any insurance maintained by Midtown or the City of Houston covering the same risk.

(7) If any policy required to be purchased pursuant to Article 12 and this Attachment D is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention or similar self-insurance mechanism shall be the sole responsibility of Consultant in the event of any loss and Consultant hereby waives any claim therefor against the Indemnitees.

(8) Moreover, Consultant hereby releases the Indemnitees from and waives all claims it may have against the Indemnitees to the extent any of such claims are covered by insurance required to be furnished by Consultant or any contractor, subcontractor or subconsultant hereunder, whether or not Consultant or such subconsultant actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON AN INDEMNITEE'S OWN NEGLIGENCE OR OTHER TORTIOUS CONDUCT, BAD FAITH, ARBITRARY OR CAPRICIOUS CONDUCT, INEQUITABLE CONDUCT, BREACH OF CONTRACT OR OTHER FAULT, HOWEVER CHARACTERIZED, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

(9) Consultant shall require and cause its contractors, subcontractors and subconsultants to purchase and maintain the insurance policies set forth above with limits of liability commensurate with the amount of each such subcontract agreement. Consultant shall provide copies of insurance certificates for all such insurance to Midtown and the Public Works Director.

(10) If Consultant fails to procure or to maintain in force the insurance required by Article 12 and this Attachment D, Midtown may secure such insurance and the costs thereof shall be borne by Consultant. Consultant shall reimburse Midtown the cost of such insurance plus five percent (5%) administrative charge within ten (10) days after billing by Midtown. Any sum remaining unpaid fifteen (15) days after billing by Midtown shall bear interest at the rate of twelve percent (12%) per annum until paid by Consultant. CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES AND EXPENSES (INCLUDING COURT COSTS,

COSTS OF DEFENSE AND ATTORNEYS' FEES), THAT ANY INDEMNITEE MAY INCUR AS A RESULT OF THE CONSULTANT'S FAILURE TO OBTAIN OR CAUSE TO BE OBTAINED THE SPECIFIC ENDORSEMENTS OR INSURANCE REQUIRED PURSUANT TO THIS AGREEMENT. Failure of any Indemnatee to identify any deficiency in the insurance forms provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance and to cause such insurance to be maintained.

(11) Consultant's compliance with the provisions of Article 12 and this Attachment D shall not be deemed to constitute a limitation of Consultant's liability with respect to claims covered by insurance provided pursuant to Article 12 and this Attachment D or in any way limit, modify or otherwise affect Consultant's obligations under this Agreement or otherwise. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Consultant or any contractor, subcontractor or subconsultant, or the failure of any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.

(12) If requested by Midtown, Consultant shall furnish or shall cause to be furnished any such other insurance as Midtown may deem necessary for any Work Order or Orders and the cost thereof shall be charged to Midtown by appropriate modification of any such order(s).

[End of Attachment D]

DRAFT

MIDTOWN PARKS AND PUBLIC SPACE MASTER PLAN

HOUSTON, TX - 2023



ACKNOWLEDGEMENT

CLIENT

Midtown Redevelopment Authority

CONSULTANT

Lionheart Places

ADVISORY COMMITTEE

Sam Dike - Rice Management Company

Bill Franks - Midtown Parks Conservancy

Edwin Friedrichs - Walter P. Moore

Abe Goren - Midtown Redevelopment Authority

Michael Lewis - Midtown Super Neighborhood

James Llamas - Midtown Management District

Kathleen O'Reilly - Museum Park Super Neighborhood

Muddassir Siddiqi - Houston Community College

Doreen Stoller - Hermann Park Conservancy





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1

BACKGROUND

Study

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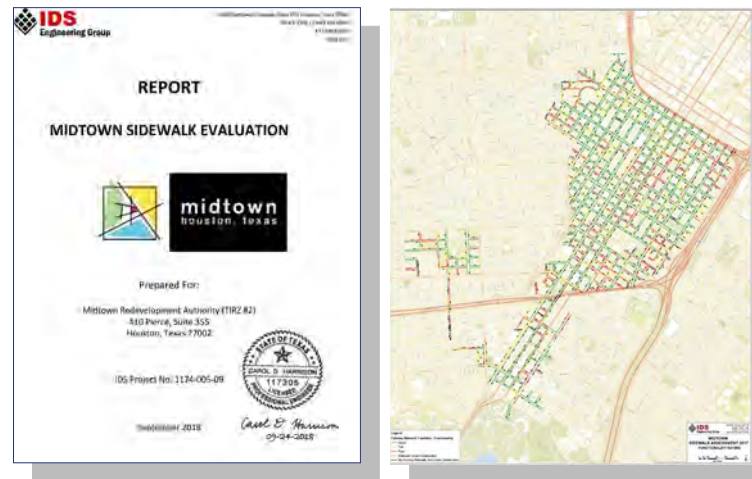
PREVIOUS MIDTOWN STUDIES



MIDTOWN PARKS AND OPEN SPACE MASTER PLAN

2011

Completed in 2011, this report analyzes and recommends certain programs within each park. The report also recommends what parcels can be used for future park space in areas of scarce park service.



MIDTOWN SIDEWALK EVALUATION

2018

This sidewalk evaluation was completed in 2018 and was a comprehensive examination of the condition of all sidewalk segments in Midtown. Sidewalks conditions are rated from “good” to “poor”.



MIDTOWN CULTURAL ARTS MASTER PLAN

2016

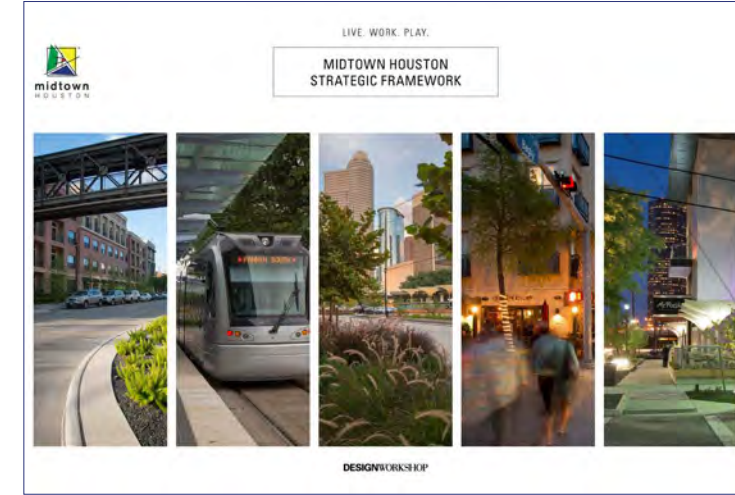
Developed in 2016, the purpose of the Midtown Cultural Arts Master Plan is to engage Midtown and the applicable community in creating a 10 year cultural arts strategic plan.



SAFE STREETS AND ROADS FOR ALL PROGRAM

2022

This document is still in development, but the draft presentation of Safe Streets and Roads from 2022 identifies strategies for improving mobility safety in Midtown, specifically addressing streets with high accident rates.



MIDTOWN HOUSTON STRATEGIC FRAMEWORK

2018

This strategic framework plan was developed in 2018. It examines existing conditions and creates an overall vision for development and improvements in Midtown.

OTHER STUDIES

- HPARD Master Plan Phase II: Park Sector Profiles Study December 2015
- Museum Park Livable Centers Study 2016
- Houston Bike Plan February 2017
- Plan Downtown Study November 2017
- Houston's Incentives for Green Development August 2019
- Resilient Houston February 2020
- Houston Southeast Caroline Street Promenade February 2020
- Houston METRO Transit Design Guidelines March 2022
- Walk Bike Montrose June 2020
- City of Houston User's Guide for Walkable Places and Transit Oriented Development September 2020
- North Houston Highway Improvement Project (NHHIP) November 2021
- City of Houston and Houston Public Works Infrastructure Design Manual July 2022

CONTEXT

PURPOSE

The Midtown Parks and Public Space Master Plan project is a follow-up to the 2011 Midtown Parks and Open Space Master Plan. Over a decade has passed since that initial plan was developed, but parks and public space remain of key importance to the community. The results of the 2022 Midtown Capital Improvements Plan Survey indicate that parks and public space, as well as active mobility, are top items that respondents feel need more attention and investment. In the survey, 93.2 percent of respondents felt that it is very/somewhat important that public and recreational amenities are within a short walk of their homes. Similarly, 88.5 percent of people considered creating more pedestrian/bike linkages as very/somewhat important. As a result, this master plan update will focus not only on parks, but also on walkable and bike able streetscapes that can provide comfortable connections throughout Midtown.

This document is intended to assist Midtown Houston in updating their goals, strategies and recommendations for their parks and public space. This plan ties into previous planning efforts by Midtown and references key plans created by the City of Houston as well. Where it makes sense, this master plan attempts to build off these past efforts, but while keeping an eye towards the current and future needs of Midtown. In some instances, this requires assisting Midtown in developing a stance in relation to outside plans that may impact the parks and open space opportunities in Midtown. The priority recommendations in this plan are organized sequentially into streets and parks, with some overlapping recommendations for both. For example, an enhanced streetscape may provide a linear park program opportunity. The master plan finishes with an implementation roadmap section that summarizes projects, programs and policies that will allow Midtown to execute their vision for parks and public space.

MIDTOWN

Midtown staff handle the day to day operations between three separate organizations: Midtown Redevelopment Authority (MRA) Midtown Management District (MMD), Midtown Parks Conservancy (MPC).

MIDTOWN REDEVELOPMENT AUTHORITY (MRA)

This organization is paired with the Tax Increment Reinvestment Zone No. 2 (TIRZ). The TIRZ was created on December 14, 1994 by ordinance no. 94-1345 and enlarged ordinance no. 95-1322. The MRA was created by City Resolution No 95-96 in January 1995 in order to foster economic development and revitalize Midtown with new construction and the preservation and restorative of existing structures. MRA uses incremental taxes generated in Midtown to provide basic infrastructure improvements and public right of way enhancements as well as financing and management necessary to alleviate deteriorated site conditions and obsolete platting, and encourage growth of residential, commercial/ industrial, retail, and institutional uses. The multi-use nature of the MRA/TIRZ is intended to provide new housing choices as well as employment, education, entertainment, and retail opportunities to residents in Midtown.

MIDTOWN MANAGEMENT DISTRICT (MMD)

The Midtown Management District (MMD) was created in 1999 by the 76th Texas Legislature in House Bill 2894, and began providing services under the Service Plan October 1, 2000. MMD provides valuable services to the neighborhood, which enhance the efforts of the MRA. It creates a safer environment by providing additional contracted law enforcement; serves as an advocate for constituents to ensure their concerns are made known and addressed; develop community based events and projects to assist in attracting more residents, businesses, and investments; and work diligently to encourage interaction between residents and businesses to continuously enhance Midtown.

MIDTOWN PARKS CONSERVANCY (MPC)

The Midtown Improvement and Development Corporation is a non-profit corporation formed on December 30, 2013 and does business as the Midtown Parks Conservancy (MPC). MPC aids and assists the Midtown Redevelopment Authority (MRA) and the Midtown Management District (MMD) with the promotion, development, maintenance, safety, and the public welfare in Midtown. In addition, MPC maintains and operates MRA-owned facilities, including Midtown Park, Midtown Park Parking Garage, and Bagby Park.

MIDTOWN HOUSTON VISION STATEMENT

Due to its strategic location between Houston's two largest employment centers, strong culture and personality, its unparalleled transportation, and the community's ongoing strategic efforts, Midtown will be the place where much of Houston's enormous economic opportunity is fulfilled in the coming years.

We will deliver on this promise by ensuring that arts and culture alongside new and existing businesses in a walkable environment.

We will exceed the expectations of our people – residents, workforce, and visitors – for a safer, more sustainable, inspiring, and active community with the best neighborhoods. Our never-ending progress will celebrate the past, present and future of the place we all call “home!”

GOALS



DESTINATION QUALITY



Enhance Midtown as a citywide destination to live, work, and play.



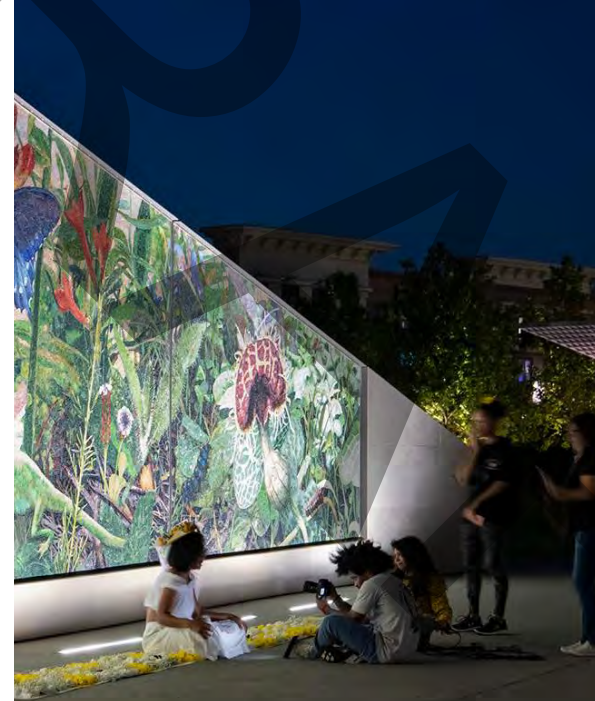
RESILIENCE & MAINTENANCE



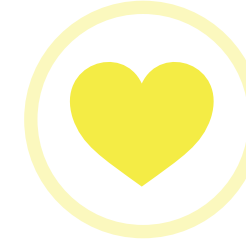
Make parks and public space infrastructure more resilient.



CULTURE & INNOVATION



Design and program parks and public spaces that reflect the culture and innovative spirit of Midtown.



HEALTH & WELLNESS



Increase the health of nearby residents by creating easy access to parks, public spaces, and cultural institutions.



EQUITABLE ACCESS



Expand equitable access to parks and public space resources.

APPROACH

0 CARE
CARE
 Lionheart’s approach starts with caring deeply about the people and communities with whom we work and the environment in which our projects are located. Lionheart focuses on climate action, equity, and health – as we feel these issues are key to addressing current challenges in the world. Lionheart also takes care of the client’s ambitions by implementing their overarching goals for the project before making decisions.

1 THINK
Think
 Think phase considered time, money, land, and people to develop a strong strategy with Midtown leadership and stakeholders to guide the management of the work, engagement of stakeholders, and achievement of project goals. Initial goals of the project are created.

2 INVESTIGATE
Investigate
 During investigate, the team reviewed the current state of the parks and public space for baseline mapping aligned to the initial goals of the project. The team sought out comparable or aspirational projects to understand the possibilities. Finally, the study used existing relevant plans and city codes.

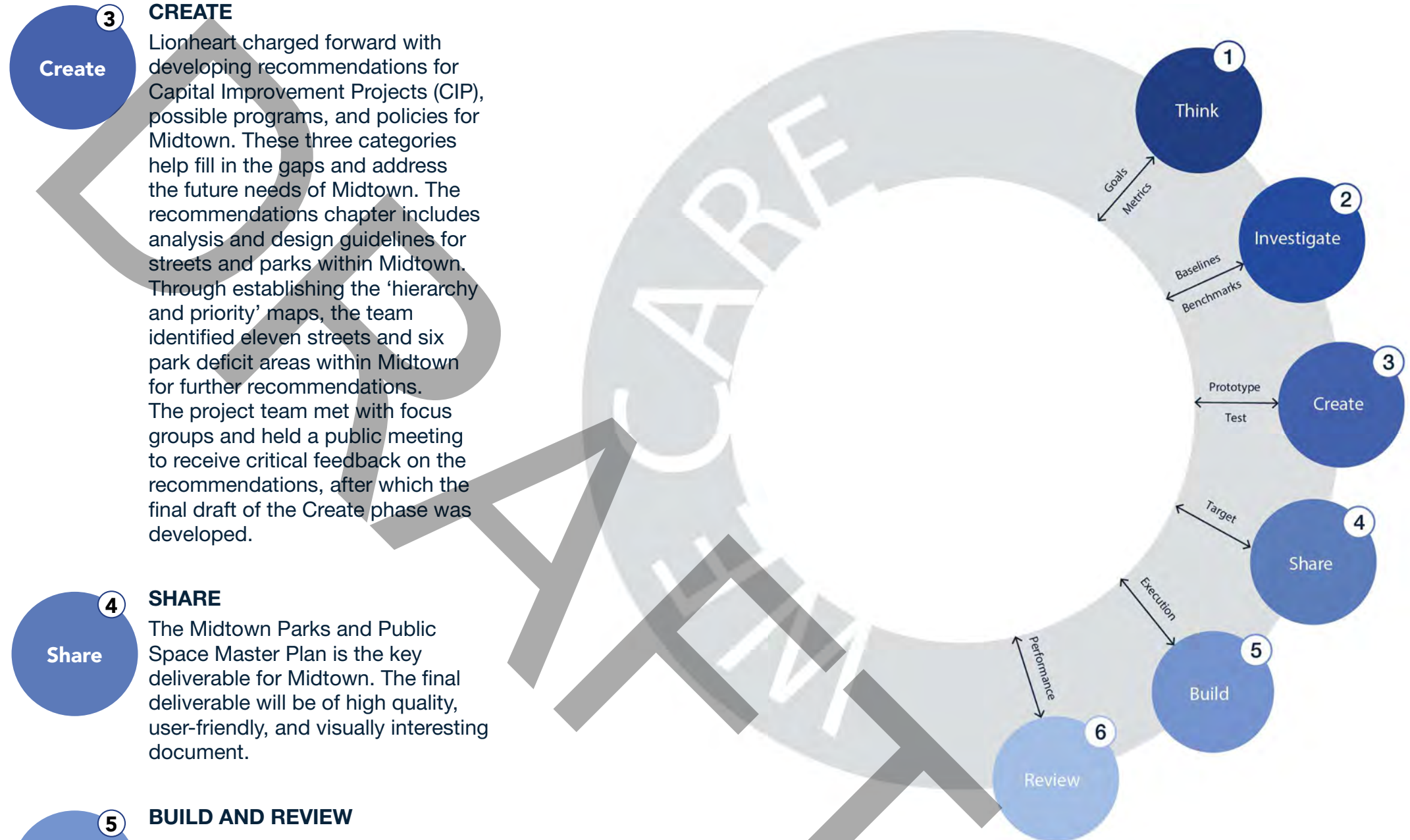
Investigate phase also included the Midtown Parks and Public Space - Values and Vision Workshop to engage participants in a discussion of the Midtown Parks and Public Space planning process.

3 CREATE
Create
 Lionheart charged forward with developing recommendations for Capital Improvement Projects (CIP), possible programs, and policies for Midtown. These three categories help fill in the gaps and address the future needs of Midtown. The recommendations chapter includes analysis and design guidelines for streets and parks within Midtown. Through establishing the ‘hierarchy and priority’ maps, the team identified eleven streets and six park deficit areas within Midtown for further recommendations. The project team met with focus groups and held a public meeting to receive critical feedback on the recommendations, after which the final draft of the Create phase was developed.

4 SHARE
Share
 The Midtown Parks and Public Space Master Plan is the key deliverable for Midtown. The final deliverable will be of high quality, user-friendly, and visually interesting document.

5 BUILD AND REVIEW
Build
 The Midtown Parks and Public Space Master Plan should be used to initiate the next steps for possible construction of the recommended projects and other necessary plans.

6
Review



COMMUNITY OUTREACH

THINK PHASE - KICKOFF MEETING

The kickoff meeting included the client and members of the advisory committee. The meeting discussed the project management plan, stakeholder engagement strategy, project goals, and initial metrics. Also, members were tasked to also include their hopes and fears in relation to time, money, land, and people.

INVESTIGATE PHASE - MIDTOWN PARKS AND PUBLIC SPACE - VALUES AND VISION WORKSHOP

Midtown Parks and Public Space - Values and Vision Workshop was held on June 15th, 2022 and included members from the MRA, potential stakeholders and members of the community. Initial observations, goals, metrics, and strategies were presented. The participants were engaged in the Values and Vision Survey which was conducted live throughout the presentation. The Values and Vision Survey was open to the public after the workshop. The survey received 151 responses of which the results can be reviewed throughout this document.

INVESTIGATE PHASE - FOCUS GROUP MEETINGS

Five different focus groups were given the initial Values and Vision Workshop presentation to identify and fill in gaps and bridge connections. The five groups were categorized into: Super Neighborhoods, City Department/Public Agencies, Advisory Committee, Special Districts, and the Midtown Management District Urban Planning Committee. All the comments given during those meetings were integral to documenting the correct procedures to follow for the master plan. Other comments included the introduction of METRO's Urban Design Manual, City of Houston Infrastructure Design Manual, street closure events and high comfort connections.

CREATE PHASE - FOCUS GROUP MEETINGS

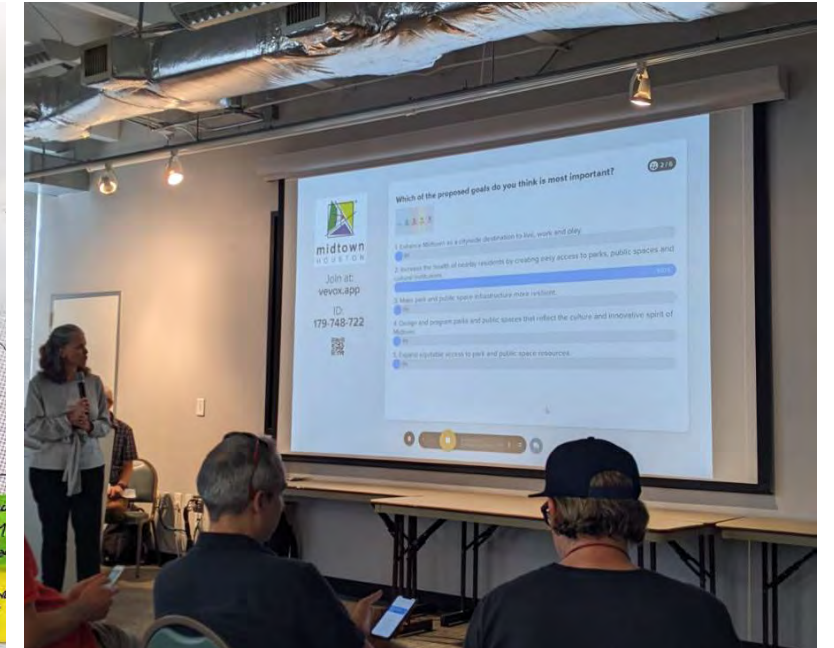
As a part of the create phase, Lionheart presented the set of street and parks recommendations to focus groups to gain feedback on feasibility, support, and challenges. The groups were MMD Urban Planning Committee, Museum Park Super Neighborhood groups and City of Houston/TxDOT/METRO public agency representatives. Valuable feedback was obtained which has been critical in shaping the recommendations.

CREATE PHASE - MIDTOWN PARKS AND PUBLIC SPACE - RECOMMENDATIONS

A virtual public meeting was held on February 22, 2023 to review park and public space recommendations with the community. This included proposals related to priority streetscapes and park deficit areas. Over 50 people attended and provided their feedback on the plans.



During the kick off meeting, project advisory committee members were invited to express their hopes and fears related to the master plan.



Live polling with mobile devices was used during the Values and Vision workshop to get real-time feedback on inventory and analysis information presented.

A virtual presentation was given to City Departments/ Public Agencies as one of the 5 focus groups during the investigate phase.



2

INVESTIGATE Existing Conditions Analysis

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Bike Lanes	17
Public Transit	18
Midtown's Walkable Areas	19
Street Connectivity and Direction	20
NHHIP Cap and Stitch + Pierce Elevated	21
Cultural Sites	22

METHODOLOGY

SUMMARY


The existing condition analysis was developed using information collected from site visits, opinion polling of the Midtown community, and latest available GIS data and pre-existing studies. The analysis is concurrent with past Midtown studies such as the Midtown Houston Strategic Framework Plan and Midtown Cultural Arts and Master Plan. The analysis data and maps includes topics relevant to parks and streets, including NHHIP Caps and Stitches, plans for Pierce Elevated and other related ideas.


The analysis defines up the narrative for the upcoming Create chapter. The analysis identifies park ownership and proximity, perceived safety and comfort within Midtown, street hierarchy, public transit and bike facilities to list a few. In order to elevate the parks and public spaces in Midtown, the Create chapter uses this data to inform recommendations for streets and parks.


ON-SITE VISIT


A site visit was conducted to examine all the parks and public spaces within Midtown. Using the list of park programs studied in Midtown's Strategic Framework Plan, the team analyzed each park documenting the current programmatic elements. Similarly, streets were studied for sidewalk conditions, existing and potential green infrastructure, and bike lanes.

SHARED KEY

MIDTOWN TIRZ BOUNDARY 
The current TIRZ boundary for Midtown.

1/4 MILE RADIUS 
A quarter mile radius buffer around the Midtown TIRZ Boundary to help clearly identify parks within a 5 minute walk

GREENWAY TRAIL 
A bike/pedestrian trail alongside a bayou

BAYOU 
A slow moving natural body of water or stream

METRO RAIL 
City of Houston's light rail system

SURVEY RESULTS

The Midtown Parks and Public Space - Values and Vision Survey was taken by 151 participants, including the in-person workshop and online. It included questions about project goals, parks and public spaces, bike facilities, public transit, safety, and walkability within Midtown. Some of the results are integrated in the following pages.

ON-SITE INVENTORY AND ANALYSIS PHOTOS



Taking inventory of the programs/activities within Hermann Park.



Analyzing existing public spaces.



Documenting murals and art work in Midtown.



Note taking and documentation at Menil Park.

OVERALL PARKS

SUMMARY

This map catalogs the parks within the Midtown TIRZ boundary as well as the parks within 1/4 mile of the boundary. The parks include typologies like public park, private park, plaza, community garden, and SPARK park.

PARK DATA

"A TYPICAL PARK AND RECREATION AGENCY OFFERS ONE PARK FOR EVERY 2,277 RESIDENTS SERVED, WITH 9.9 ACRES OF PARK LAND PER 1,000 RESIDENTS."

- NATIONAL RECREATION AND PARK ASSOCIATION (NRPA), 2022

146
ACRES OF PARK

MIDTOWN HAS ACCESS TO ABOUT 146 ACRES OF PARK INCLUDING THE PARKS WITHIN THE 1/4 BOUNDARY.

10.1
ACRES PER 1000 RESIDENTS

AS OF 2022, ESRI DATA SHOWS MIDTOWN TO HAVE AN ESTIMATED POPULATION OF 14,500. BASED ON THE CURRENT PARK SPACE AVAILABLE, THIS CALCULATES TO 10.1 ACRES PER 1000 RESIDENTS. AT CURRENT GROWTH RATES, MIDTOWN POPULATION IS ANTICIPATED TO INCREASE TO 15,100 RESIDENTS BY THE YEAR 2027. ASSUMING NO ADDITION OF PARK SPACE, THIS WOULD RESULT IN 9.6 ACRES OF PARK PER 1000 RESIDENTS, JUST BELOW THE NRPA AVERAGE.

IN MIDTOWN

- 1 Bagby Park
- 2 Chenevert Urban Gardens
- 3 Cullens Sculpture Garden
- 4 Elizabeth Baldwin Park
- 5 Elizabeth Glover Park
- 6 HAIS SPARK Park
- 7 Menil Park
- 8 Midtown Park
- 9 Peggy's Point Plaza Park
- 10 Peggy's Point Sports Park
- 11 San Jacinto Memorial Green
- 12 Plant It Forward

WITHIN 1/4 MILE

- 1 Arabic Immersion SPARK Park
- 2 Bell Park
- 3 Bethel Park
- 4 Cravens Parkway
- 5 Emancipation Park
- 6 Harmonica Man Park
- 7 Heiner Street Park
- 8 Hermann Park
- 9 Mandell Park
- 10 Peggy Park
- 11 Trebly Park
- 12 West Webster Street Park
- 13 Wiley Park



Figure 1 Existing Parks in and around Midtown

PARK OWNERSHIP

SUMMARY

Ownership and maintenance of the spaces perceived of and used as parks varies in Midtown. The City of Houston and Midtown operated parks offer the most public access and are conventionally described as "public parks". Baldwin Park and Midtown Park are both examples of public parks. The SPARK program is a shared used model where schools open up their outdoor campus amenities to the public during non-school operation hours. In Midtown, the Houston Academy of International Studies (HAIS) is an example of this model. Private Parks are outdoor spaces that may be perceived of and used as park space, but the ownership and operations is controlled by a private entity. The Houston Community College Campus and Menil Park are two examples in Midtown. They allow access, but with limited public use of the space. Maintenance is also privately managed.



CITY OF HOUSTON | BALDWIN PARK



MIDTOWN | MIDTOWN PARK



PRIVATE PARKS | MENIL PARK



SPARK (SCHOOLS) | HAIS SPARK PARK

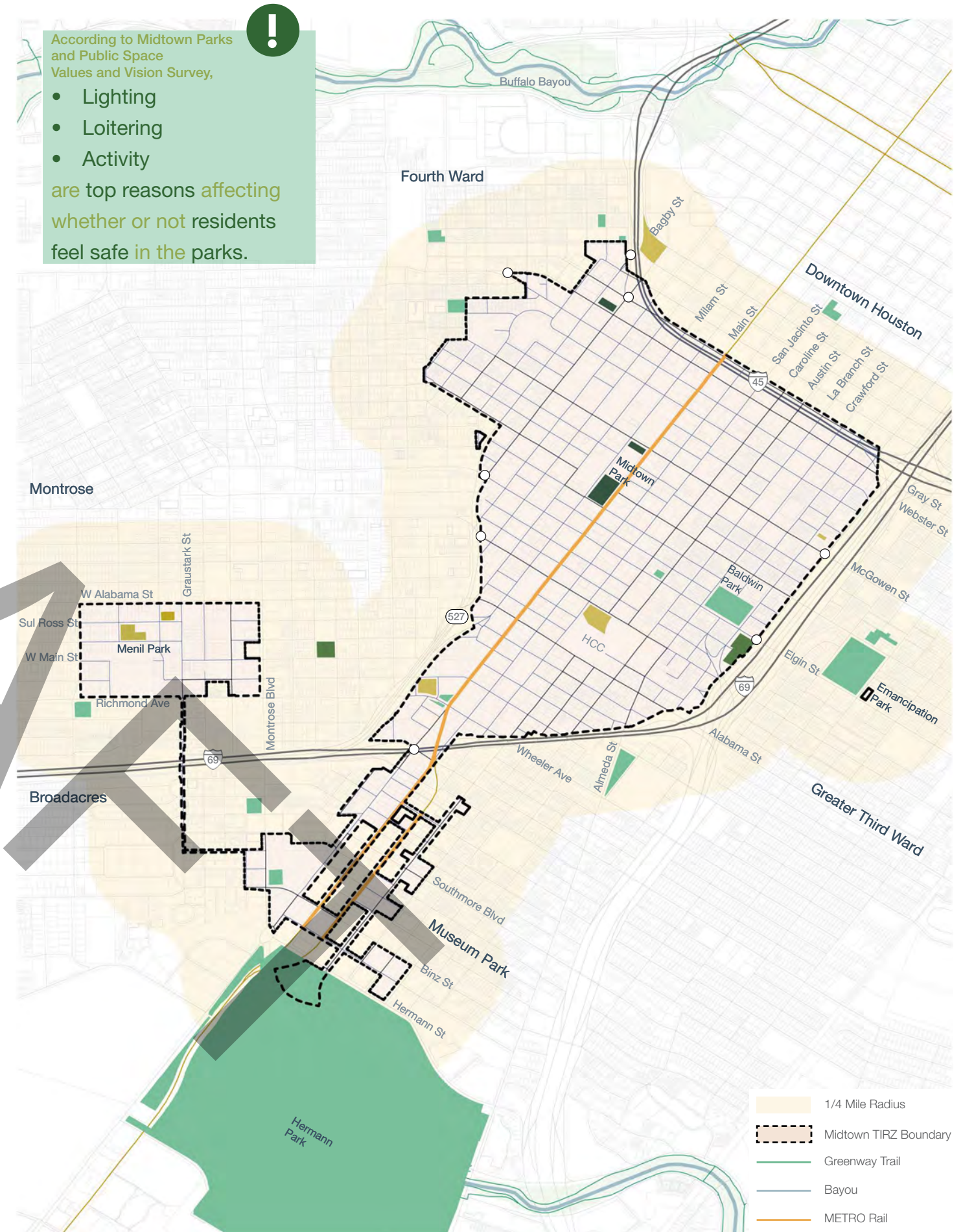


Figure 2 Park Ownership

PARK PROXIMITY

SUMMARY

Park proximity is a key metric used to determine effective park access for the community. The Trust for Public Land has a Park Score system that uses a 1/2 mile radius (10 minute walk) as their baseline metric. In previous studies, Midtown has targeted a higher level of access and has consistently used a 1/4 radius (5 minute walk) as its baseline for park proximity. From inception to current day, the Midtown Redevelopment Authority has made progress in improving park access for all residents. In 1994, only two parks served the Midtown community. Today the parks have increased and their geographic distribution has helped fill gaps in under-served areas. Bagby Park and Midtown Park, both constructed and operated by Midtown, have been major contributors to this success, but there are still areas that lack park access and are opportunities for continued improvement.

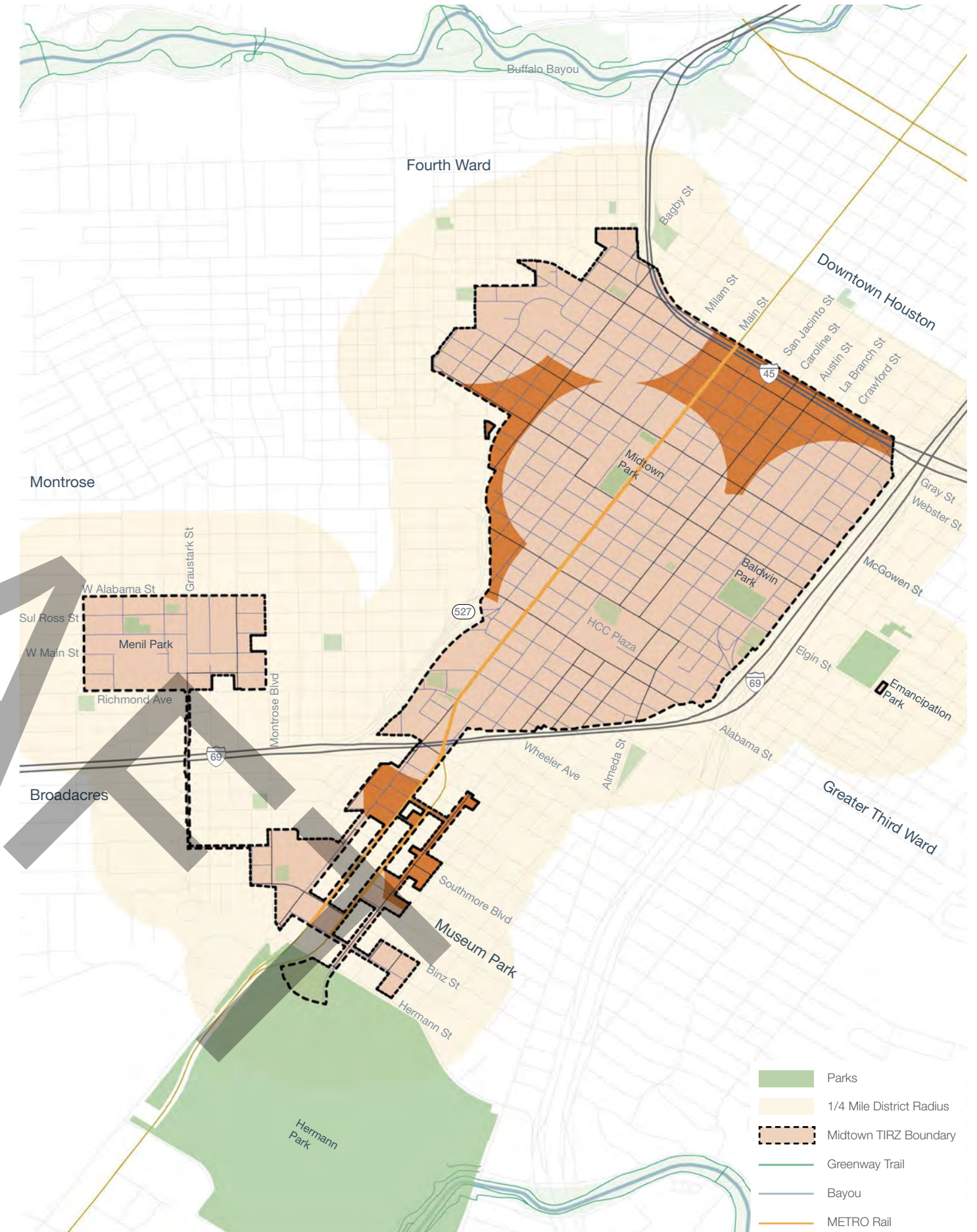
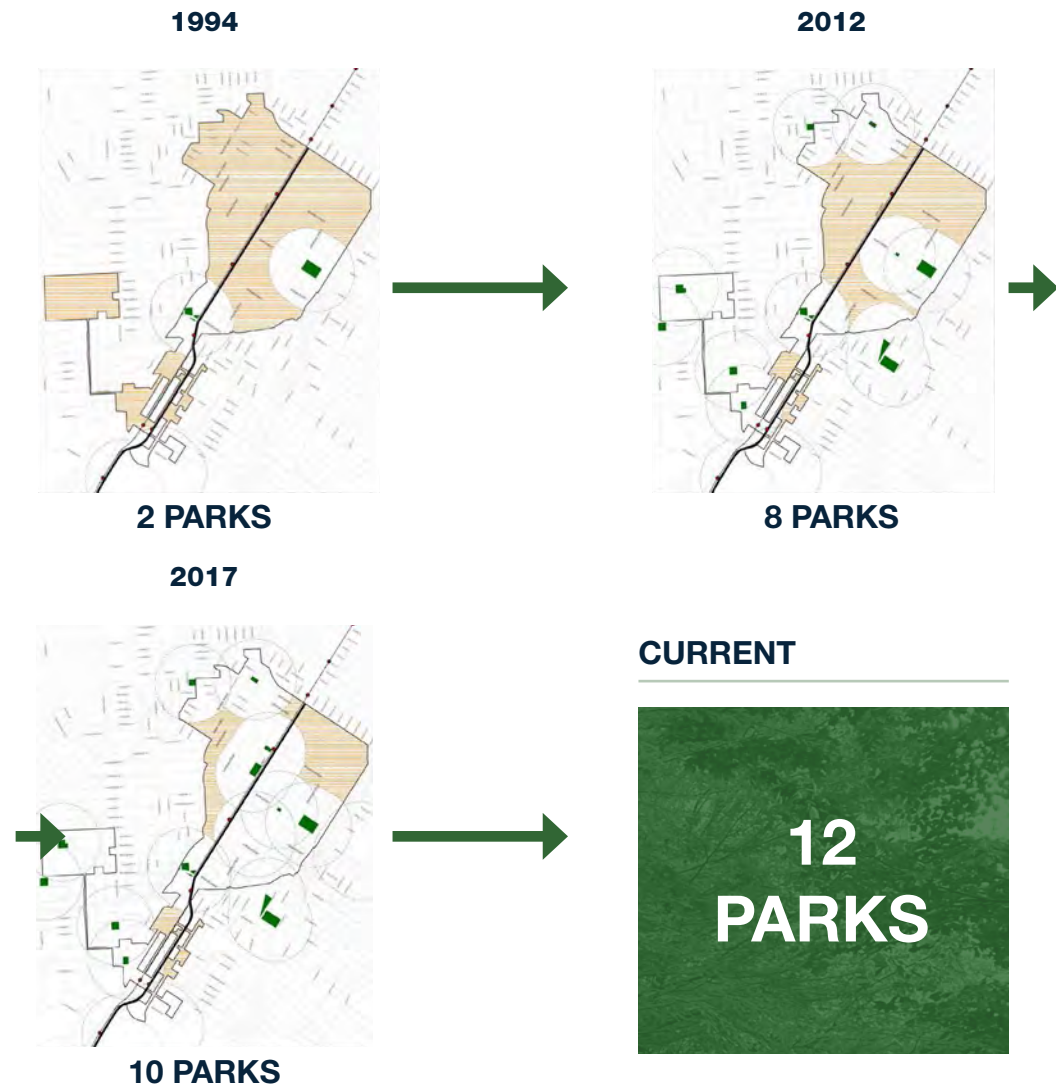


Figure 3 Park Buffer

KEY

- 1/4 Mile Buffer Around Parks
- Under-Served Areas

- Parks
- 1/4 Mile District Radius
- Midtown TIRZ Boundary
- Greenway Trail
- Bayou
- METRO Rail

SAFETY AND COMFORT

SURVEY RESULT

Midtown Parks and Public Space - Values and Vision Survey asked respondents to locate on maps their most visited as well as least safe area within Midtown. The goal of these questions was to capture information on use of parks, prominent public spaces, and perceived safety. From the survey results, the most visited parts within Midtown, overlapped with parks like Baldwin Park, Bagby Park, and Midtown Park. North Midtown and areas under the Pierce Elevated were marked as the least safe area. They overlap with a park deficit area, as seen in the 'Park Proximity' analysis.



ELIZABETH BALDWIN PARK



FANNIN STREET



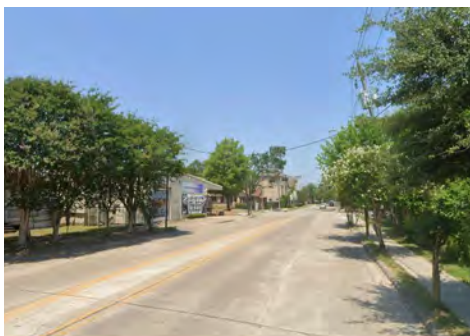
ELIZABETH GLOVER PARK



MAIN STREET



BAGBY PARK



ALABAMA STREET

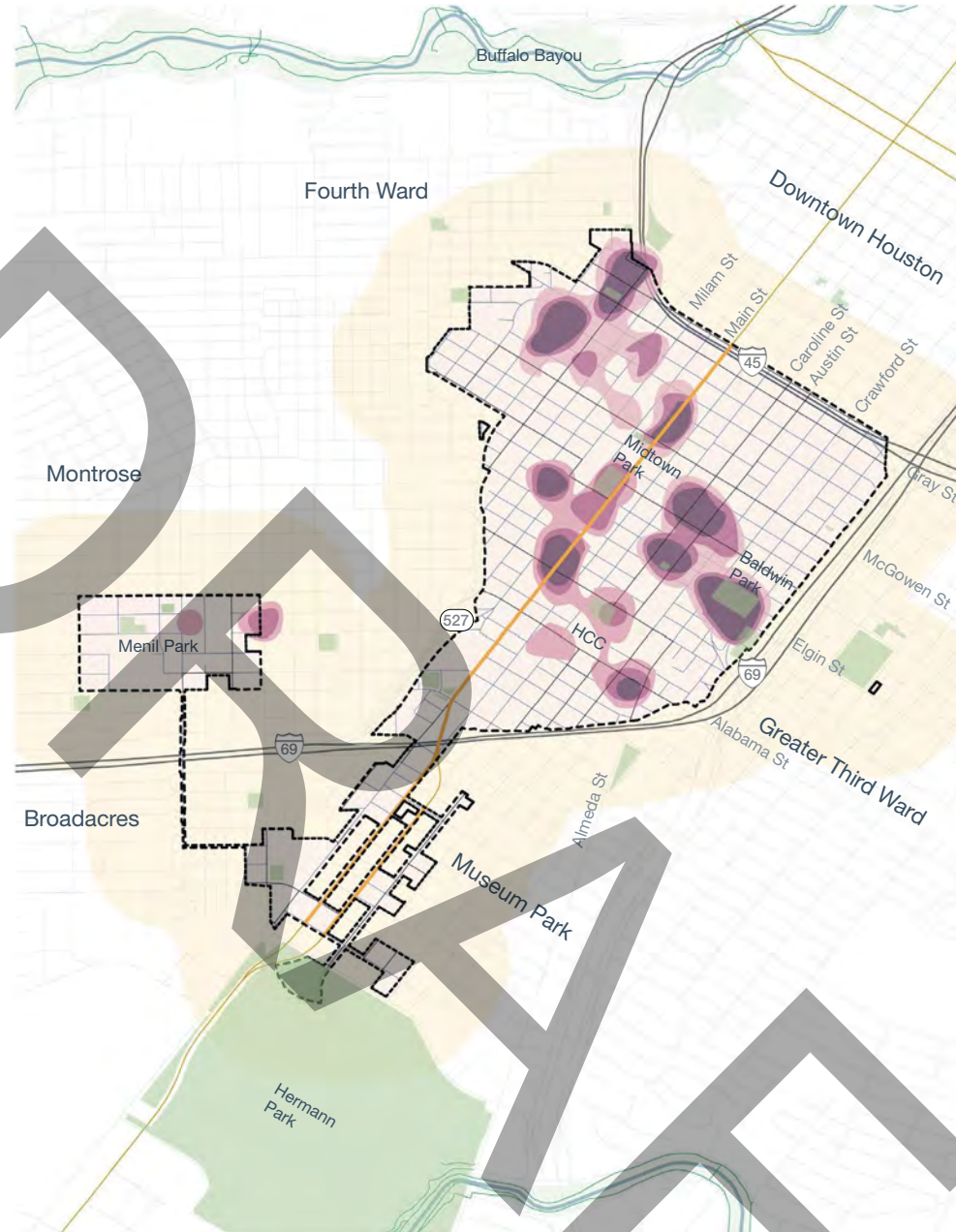


Figure 4 Most Visited Parts within Midtown - According to the Midtown Parks and Public Space - Values and Vision Survey

KEY

- Most Visited
-
-
- Parks
- 1/4 Mile Radius
- Midtown TIRZ Boundary
- Greenway Trail
- Bayou
- METRO Rail

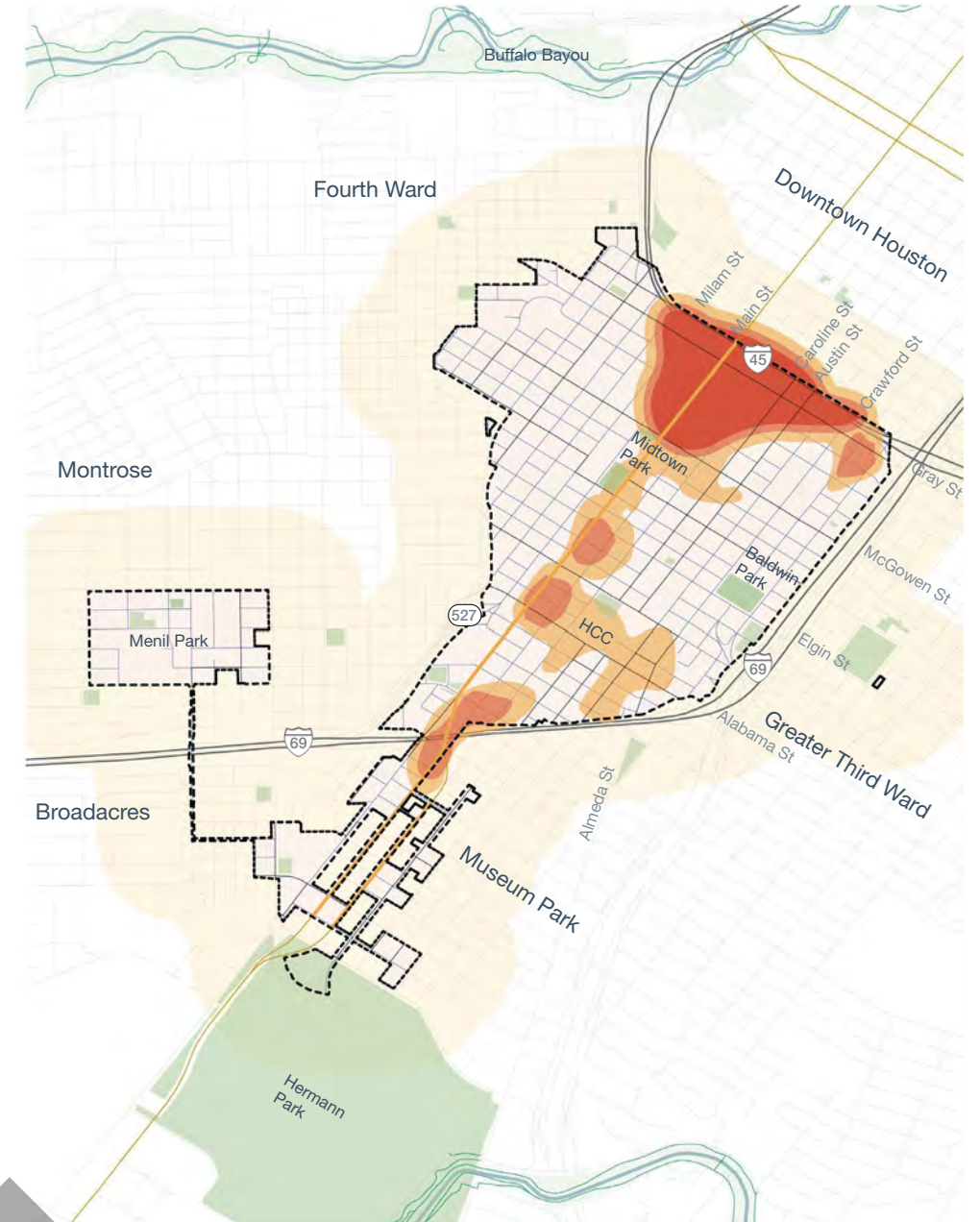


Figure 5 Areas of Least Perceived Safety within Midtown - According to the Midtown Parks and Public Space - Values and Vision Survey

KEY

- Least perceived safety
-
-
- Parks
- 1/4 Mile Radius
- Midtown TIRZ Boundary
- Greenway Trail
- Bayou
- METRO Rail

According to Midtown Parks and Public Space Values and Vision Survey, **Lighting**, **Loitering**, and **Activity** are top reasons affecting whether or not residents feel safe in the parks.

VEHICULAR USE

SUMMARY

This map shows the current street hierarchy as defined in the City of Houston's Major Thoroughfare and Freeway Plan. The streets are classified by right of way width and general land uses they are connected to by motorized vehicles. Freeways border the majority of Midtown's edges and greatly impact its connectivity, especially for pedestrians and bicyclists. Six streets to the west of Main Street provide north and south connections to Downtown Houston from Spur 527 and I-69. These are classified as Major Thoroughfares and Major Collectors and have wider right of way with 4-5 travel lanes. This condition could potentially impact east/west mobility as well as pedestrian safety.



MAJOR THOROUGHFARE | FANNIN



MAJOR COLLECTOR | MCGOWEN



MINOR COLLECTOR | HADLEY



LOCAL STREETS | HELENA



FREWAY/EXPRESSWAY | IH-45/PIERCE ELEVATED

KEY

Major Thoroughfare (100' min. ROW)

Streets that accumulate traffic from Collectors and other Thoroughfares for distribution to the freeway system.

- Louisiana Street
- Milam Street
- Travis Street
- Fannin Street
- San Jacinto Street

Major Collector (80' min. ROW)

Streets that accumulate traffic from Local Streets and Minor Collectors for distribution to Thoroughfares.

- Babgy Street
- Brazos Street
- Smith Street
- Crawford Street
- Jackson Street
- Gray Street
- Webster Street
- McGowan Street
- Alabama Street

Minor Collector (60' min. ROW)

Public streets that accumulate traffic from Local Streets for distribution to a Thoroughfare or a Major Collector.

Local Streets

Streets that provide access to individual single-family residential lots, entry and exit to the neighborhood, and connectivity to collectors and thoroughfares.

Freeway/Expressway

A divided, controlled access highway for through traffic. The term includes a toll road.

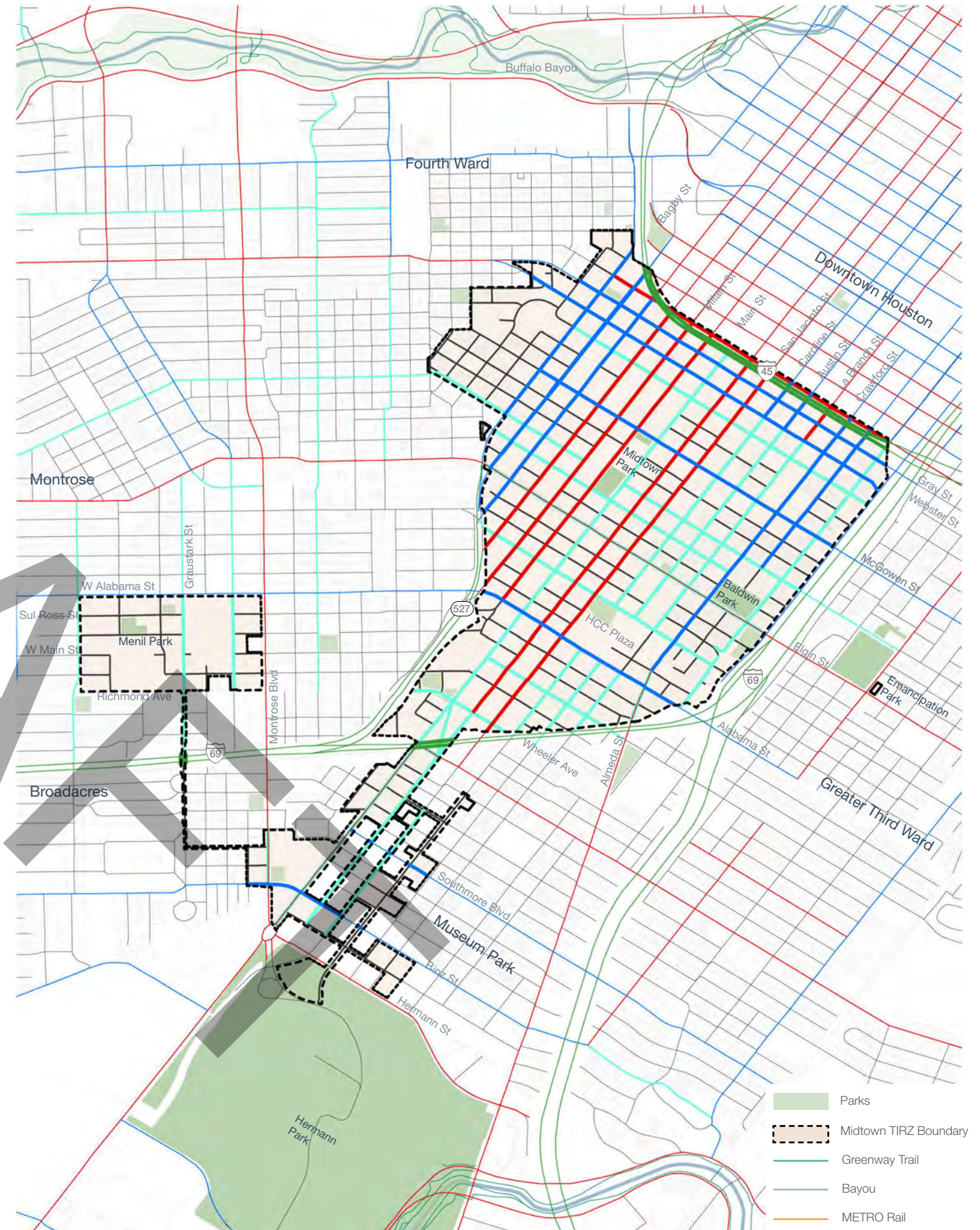


Figure 6 Street Categories by Vehicular Use

BIKE LANES

SUMMARY

Midtown has a mix of existing and proposed bicycle route types. The ones shown on this map are pulled from the Houston Bike Plan. In addition, this map shows popular existing routes and stations for the B-Cycle shared bicycle program. The B-Cycle information is based on data downloaded from their website. The top level division of bike routes is based on how far they are from being constructed. Aside from "Existing", there are "Programmed" and "Proposed". According to the Houston Bike Plan, "Programmed" routes have already secured some funding source/and or have gone through some design. The Houston Bike Plan also has two main rider comfort categories: High Comfort (HC) and Low Comfort (LC). This level of comfort is based on factors such as separation from vehicles and vehicle speed. Sub-categories for lane types include Shared On-Street (no barrier), Dedicated On-Street (includes some type of physical barrier), and Off-Street (not on the roadway).



SHARED ON-STREET | LA BRANCH



DEDICATED ON-STREET | GRAY



OFF-STREET | BUFFALO BAYOU

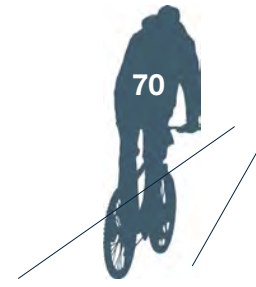


Figure 8 Current Bike Score for Midtown. Points are based on the distance to amenities in each category. Amenities within a 5 minute walk are given maximum points scaling from 25 to 100.

KEY

EXISTING HIGH COMFORT

- Dedicated On-Street
- Shared On-Street
- Off-Street

EXISTING LOW COMFORT

- - - Shared On-Street

PROGRAMMED

- - - Dedicated On-Street
- - - Shared On-Street
- - - Off-Street

PROPOSED

- - - - Dedicated On-Street
- - - - Shared On-Street
- - - - Off-Street

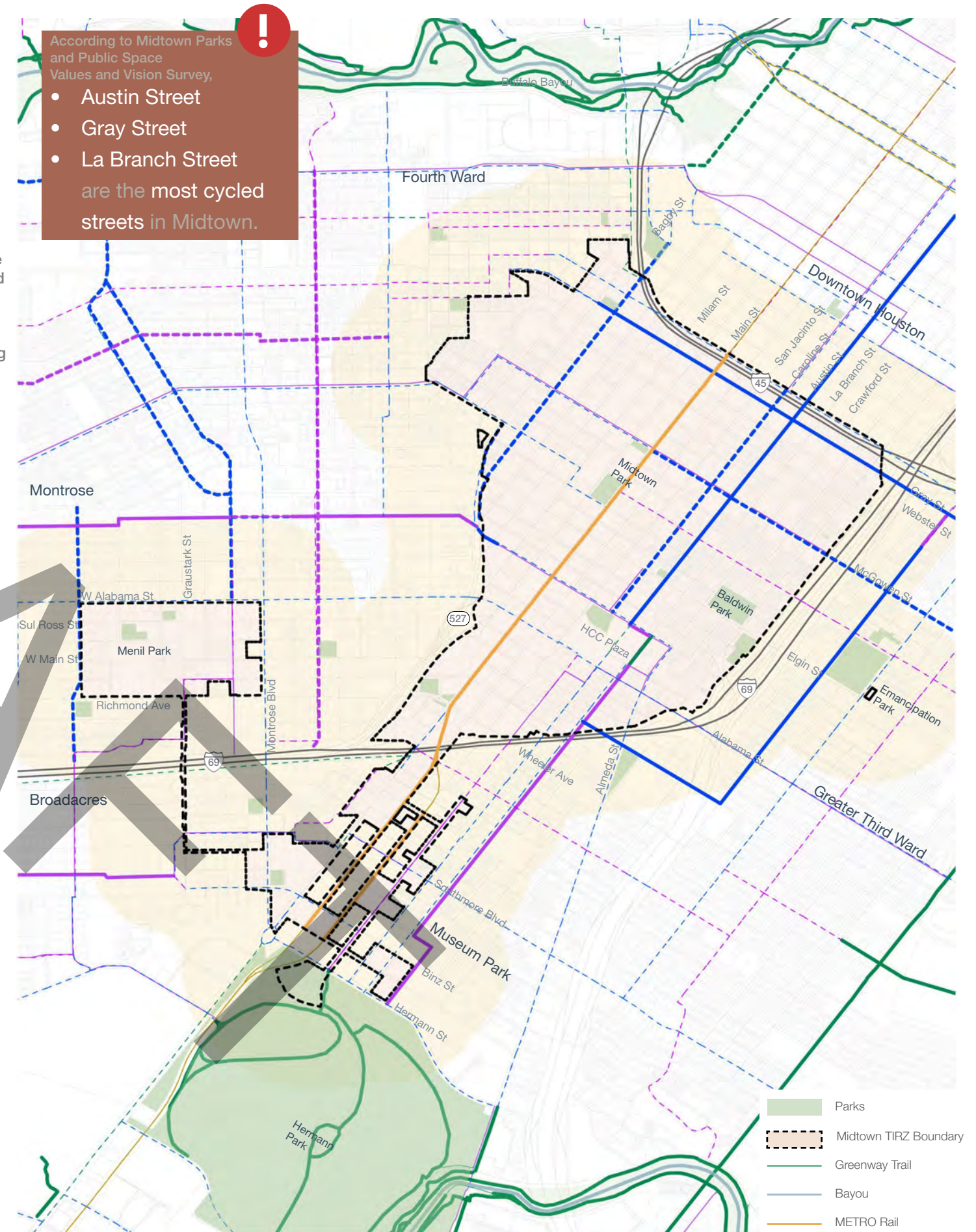


Figure 7 Bike Lanes

PUBLIC TRANSIT

SUMMARY

METRO Rail is a major north/south connector in Houston, and it links Midtown to Downtown Houston, Museum District, Texas Medical Center, and NRG Stadium. There are four stops of METRO Rail within Midtown, including the McGowen Station near Midtown Park. Bus routes thread through Midtown, but are concentrated in north and west Midtown. North - south bus routes linking Spur 529 and I-69 to the Central Business District are important to the commuters. Metro is proposing a bus rapid transit (BRT) route that would include a segment on Wheeler Ave in Midtown. Based on the Automatic Passenger Counter system, the METRO pre-pandemic ridership for rail and bus in Houston was about 59.5 million. METRO Rail contributed to about 30% (18.5 million) of the ridership. During the pandemic, overall ridership dropped to about 33.1 million in 2021. Close to 26% (8.8 million) of those riders used METRO Rail. This relatively high proportion of ridership for METRO Rail highlights the importance of the Red line connecting people to and from Midtown.



Figure 10 Current Transit Score for Midtown. Points are based on the distance to amenities in each category. Amenities within a 5 minute walk are given maximum points scaling from 25 to 100.



METRO RAIL | MIDTOWN



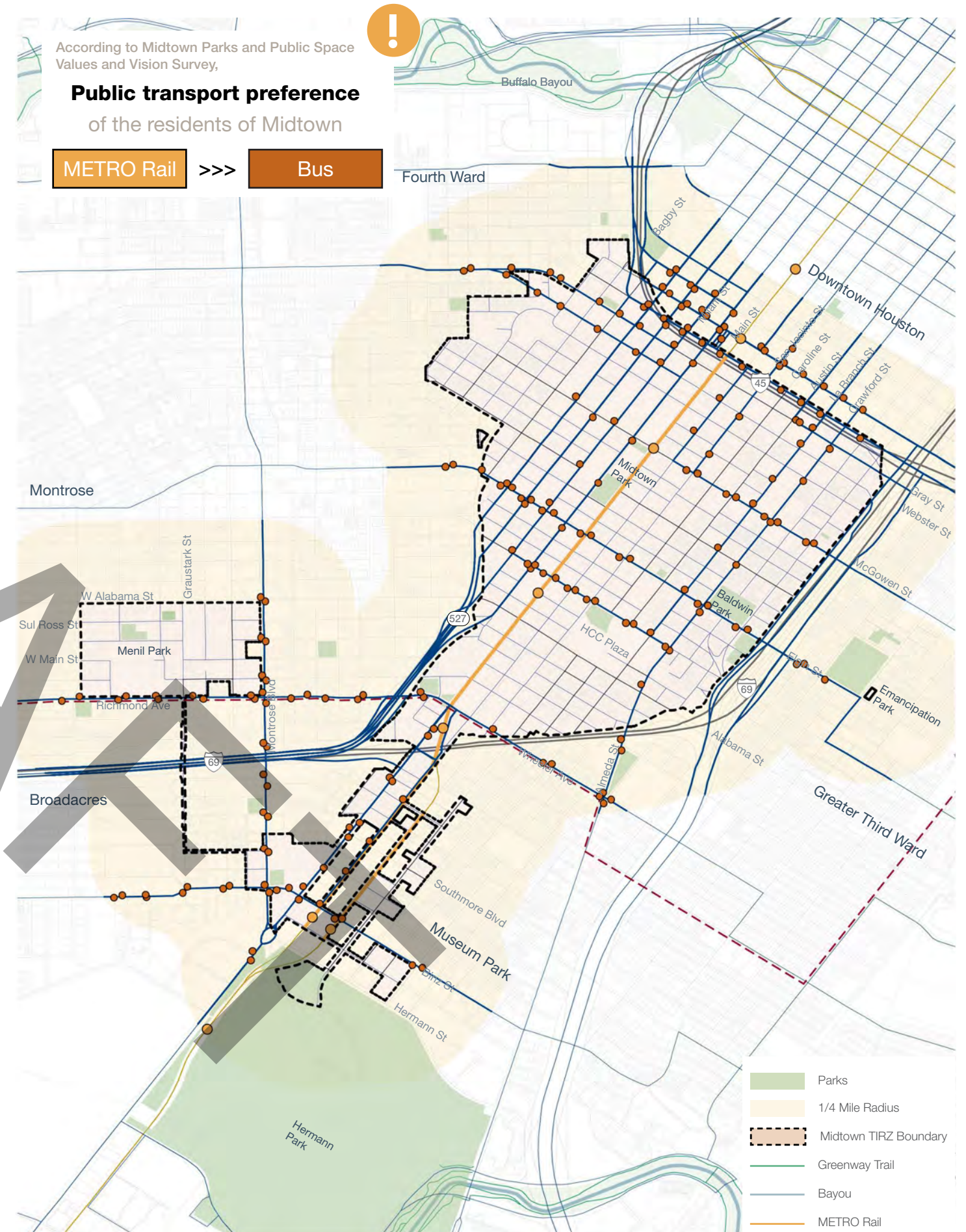
METRO RAIL STOP | MCGOWEN



COVERED BUS STOP | MCGOWEN



NOT COVERED BUS STOP | ELGIN



MIDTOWN'S WALKABLE AREAS

SUMMARY

Midtown was selected as a pilot for the City of Houston Walkable Places program. This program was initiated to make Houston more walkable. Goals include creating vibrant destinations and attracting higher density developments that support multi-modal transportation. This program has expanded to include Transit-Oriented Development (TOD) areas and is documented in the 'City of Houston Users' Guide for Walkable Place and Transit Oriented Development' planning document that was published in 2020. In the guidelines, Walkable Streets are divided into 'Primary' and 'Secondary'. New development or redevelopment on streets designated as "Primary" by the plan must meet the design guideline requirements. Development on "Secondary" streets can opt into the walkable places standards. For Primary streets, the minimum zone width is 20', whereas it is 15' for Secondary streets.

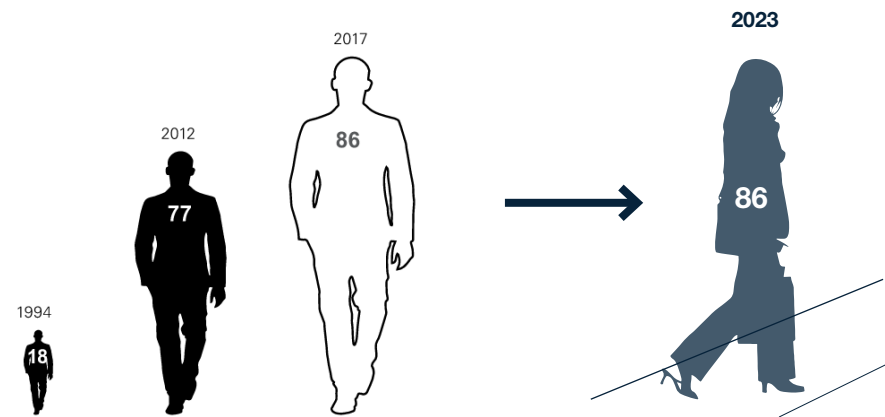


Figure 12 Walk Score in Midtown throughout time. Points are based on the distance to amenities in each category. Amenities within a 5 minute walk are given maximum points scaling from 25 to 100.

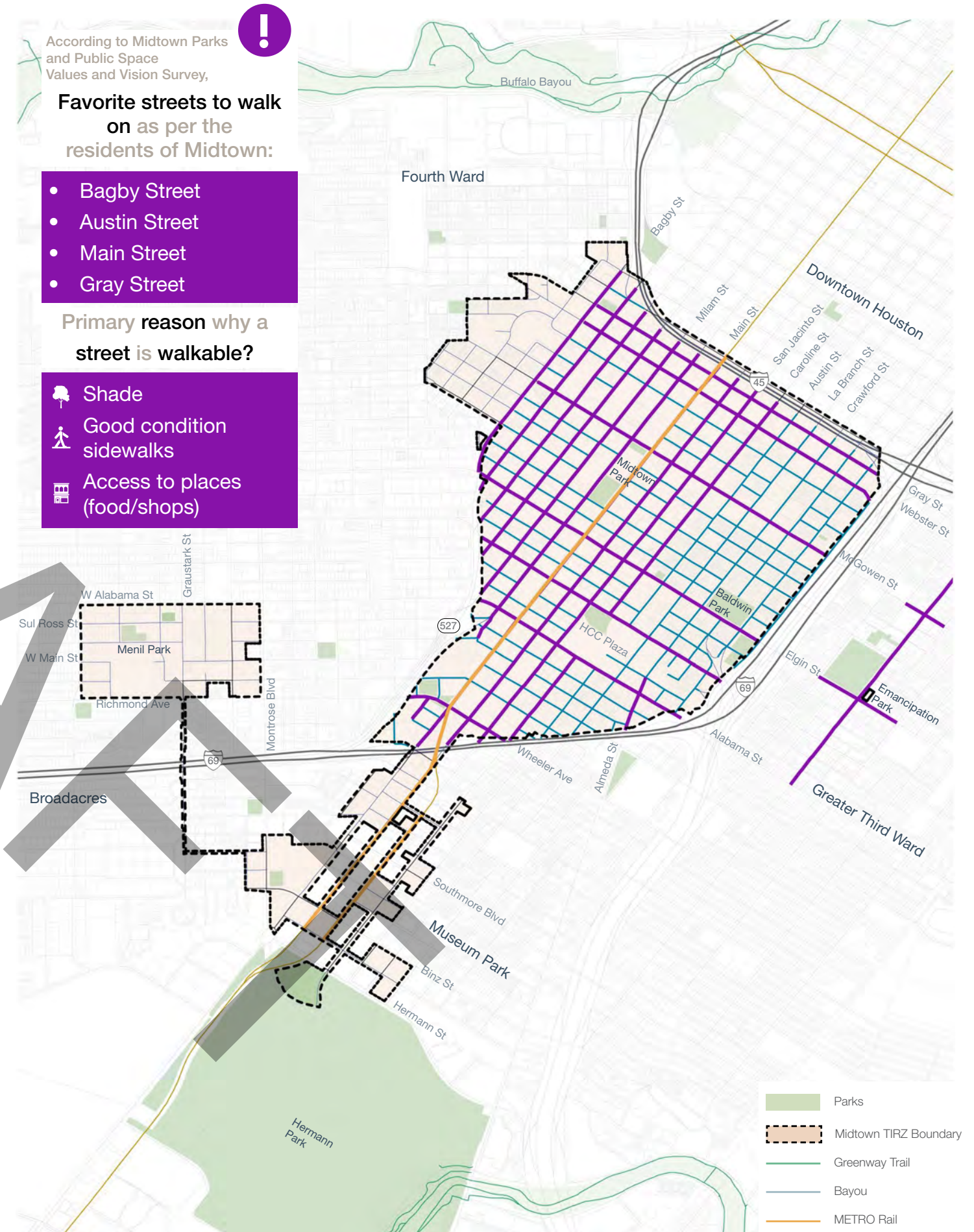


Figure 11 Walkable Streets | City of Houston Users' Guide for Walkable Place and Transit Oriented Development

STREET CONNECTIVITY AND DIRECTION

SUMMARY

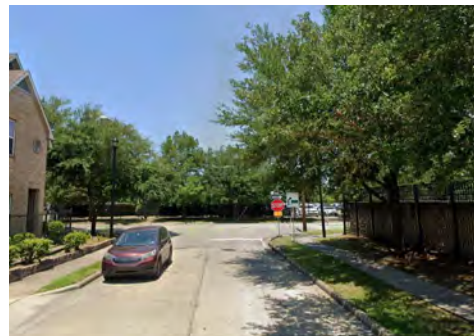
The connectivity and direction of the streets in Midtown is quite varied. The vast majority of north/south roadways are one-way streets. Main Street, the only north/south street that connects all the way through Midtown from the Museum District to Downtown Houston, has only one lane of traffic in either direction with the METRO Rail line in the middle. There are more two-way east/west streets, but only a handful of those link all the way through Midtown from Montrose/Fourth Ward on the west and Greater Third Ward on the east. I-69 /Highway 288 is a major barrier on the east. Twelve streets dead-end at the interstate because there are a limited number of overpasses. The Menil Park area has limited linkages to the central core of Midtown.



← ONE WAY STREET | AUSTIN STREET



↔ TWO WAY STREET | ELGIN STREET



↔ NOT THROUGH | TWO WAY STREETS: DENNIS STREET

KEY

- Dead ends
- ↔ Not through: Two Way Streets
- ← One Way Streets
- ↔ Two Way Streets



Figure 13 Street Connectivity and Direction

NHHIP CAP AND STITCH + PIERCE ELEVATED

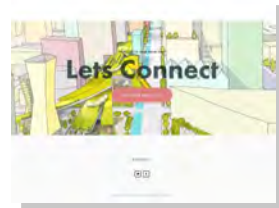
SUMMARY

The North Houston Highway Improvement Project (NHHIP) is a roadway infrastructure improvement project being led by the Texas Department of Transportation (TxDOT). Portions of I-45 and I-69 will be impacted by the work. There is a planned reconstruction of I-45 North between Houston's downtown and the North Sam Houston Tollway (also known as Beltway 8), and this will also affect connecting roadway segments. With regards to I-69, additional portions of the interstate will be depressed, and NHHIP proposes a series of "caps" and "stitches" over it. The "caps" will be larger in scope and have the potential to provide parks and public space amenities. The "stitches" are more modest in scale and will take the form of enhanced streetscapes. Three of Midtown's edges will be impacted by NHHIP. On the north edge, Pierce Elevated has been determined to be redundant, so it potentially could be removed or converted to an alternate use. Plan Downtown, which was developed by downtown partner organizations, proposes a greenway connecting to Buffalo Bayou. Other groups, such as Pierce Elevated Park and Pierce Sky Park, have proposed keeping the elevated structure and converting it to a signature linear park. On the west and southern edges of Midtown, additional portions of I-69 will be depressed, and NHHIP proposes a series of "caps" and "stitches" over the interstate. Where these occur in Midtown, there is the potential to advocate to maximize the parks and public space benefits that could be achieved at these areas.

CURRENT PROPOSALS & CONCEPTS



PIERCE ELEVATED PARK



PIERCE SKY PARK



PLAN DOWNTOWN - GREENWAY



MIDTOWN NHHIP VISION PLAN

KEY

- █ Stitch
- █ Cap
- █ Pierce Elevated
- █ Improved connections



Figure 14 NHHIP Cap and Stitch + Pierce Elevated

CULTURAL SITES

SUMMARY

This is a cultural sites map documenting destinations including museums, historic sites, and public art for the Midtown residents and visitors. The map highlights some of the key current sites. The 2015 Midtown Cultural Arts Master Plan goes into more depth, especially with regards to dining and performance spaces. One metric of note is that Midtown is home to many museums. When looking at public space such as streetscapes, the clustering of cultural sites helps to start identify destinations and routes that may want to be linked together. These become areas where enhancing the pedestrian realm and increasing bicycle routes could help to strengthen Midtown's cultural network as well.



● **LIBRARY** | CLAYTON LIBRARY CENTER FOR GENEALOGICAL RESEARCH



● **PLACE OF WORSHIP** | TRINITY EPISCOPAL CHURCH



● **HISTORIC SITE** | BUFFALO SOLDIERS NATIONAL MUSEUM



● **MUSEUM** | HOUSTON MUSEUM OF NATURAL SCIENCE



● **COMMUNITY CENTER** | SHAPE COMMUNITY CENTER



● **PUBLIC ART** | MINI MURALS

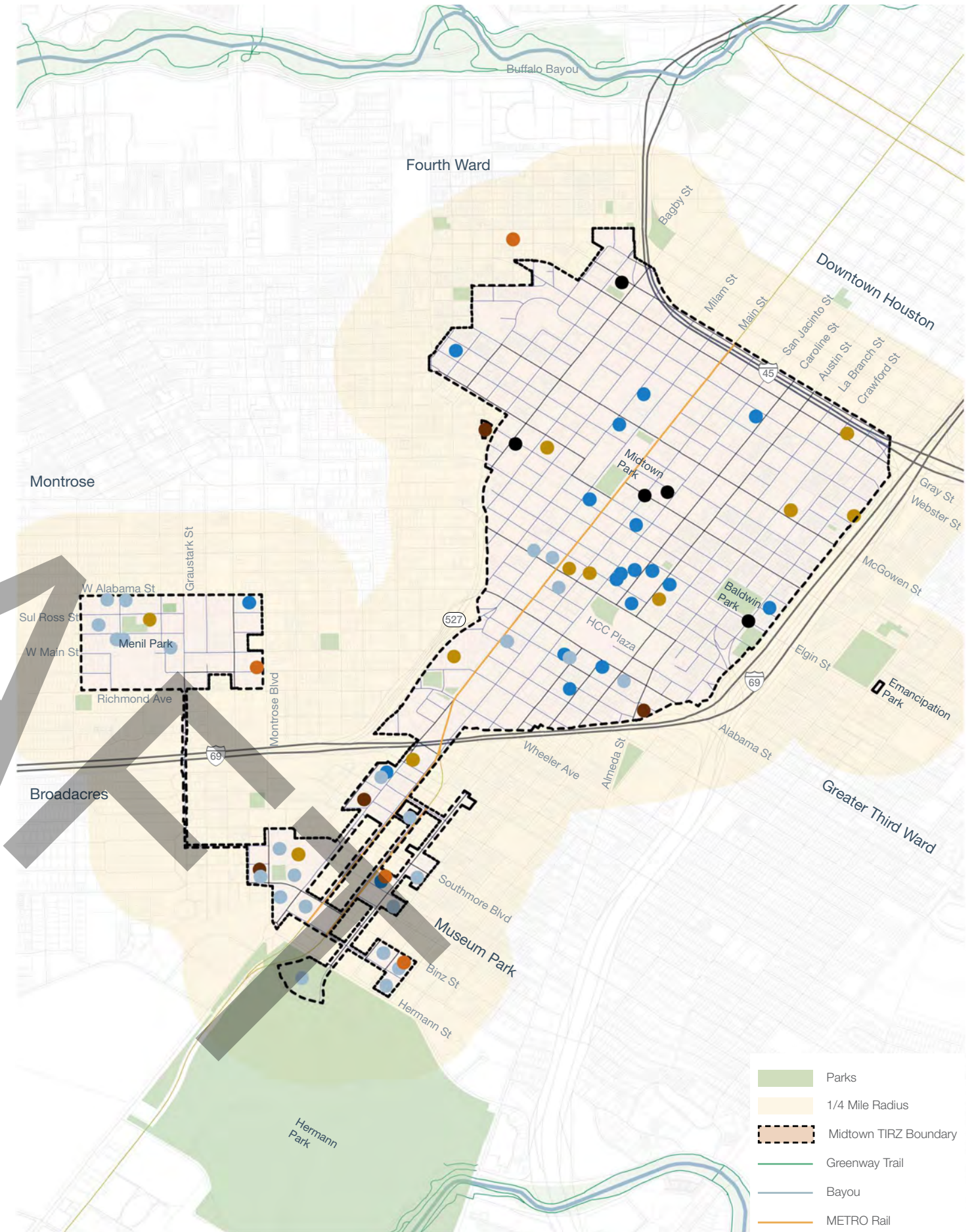


Figure 15 Cultural Sites



3.1

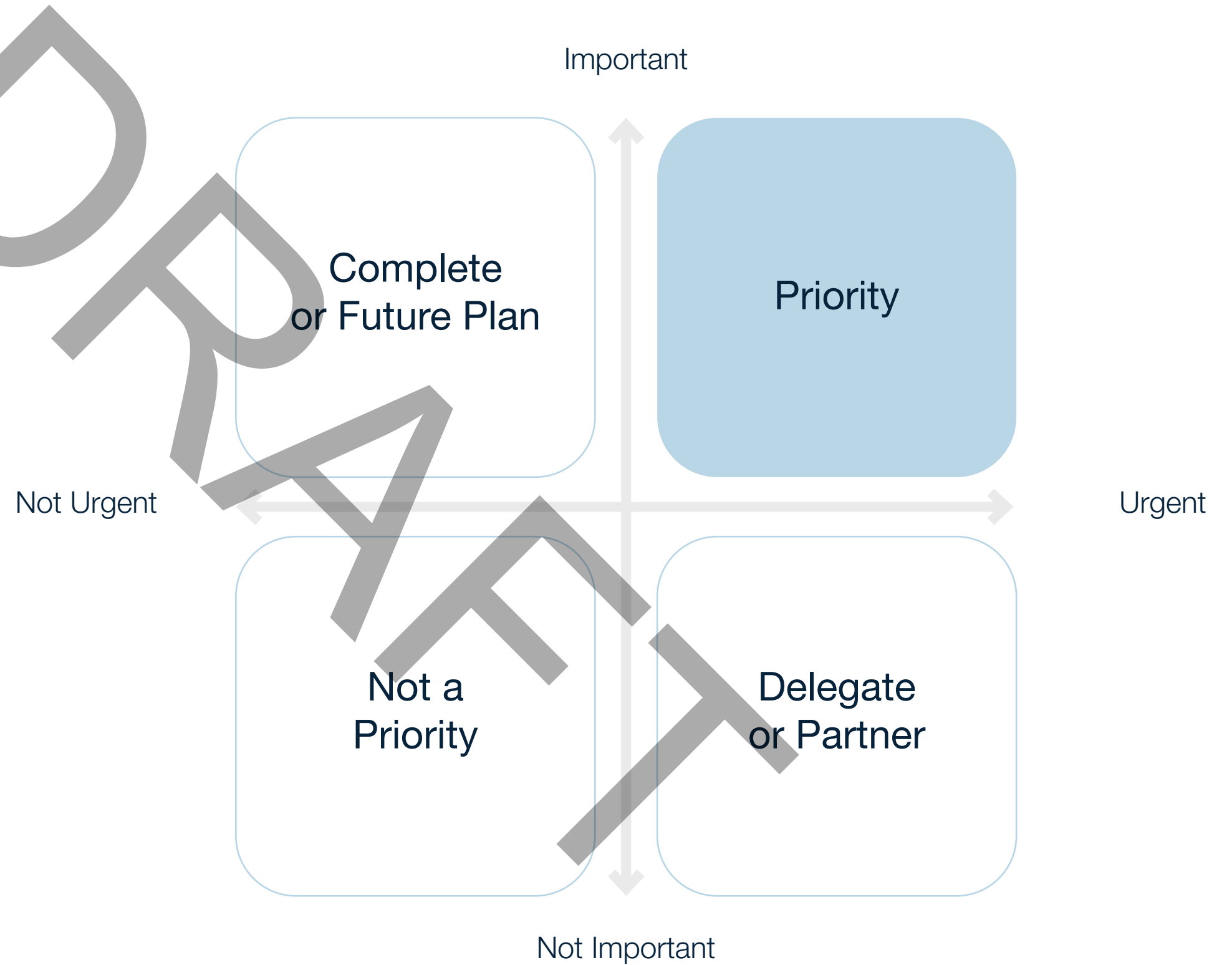
CREATE - STREETS Recommendations

Hierarchy vs Priority	24
Hierarchy Streets	25
Street Improvement Zones	27
Priority Streets	28

HIERARCHY VS PRIORITY

SUMMARY

Midtown Parks and Public Space Master Plan seeks to develop recommendations for capital improvements to public spaces over the next 5 to 10 years. In order to narrow down to the key priority projects for this time period, the project team started by establishing a hierarchy list for streets and a hierarchy list for parks. These lists assigned points to each street and each park based on analysis of the previous plans and other site factors, such as transit routes on streets. This helped to create a list of streets organized by importance and ability to achieve Midtown's goals. From those, a professional value judgment was made on the priority of the parks and public space to further distill the top candidates for capital improvements based on those that are the most urgent. The priority diagram on the right illustrates how this plan strives to target projects that will be both urgent and of high importance.



HIERARCHY STREETS

SUMMARY

The chart below is a compilation of hierarchical classifications from the previous plans to better establish the priority streets. It refers to the 2015 CAMP Plan, the 2018 Strategic Framework Plan, the Houston Bike Plan, the City of Houston Users' Guide for Walkable Place and Transit Oriented Development, and Midtown Safe Streets and Roads For All.

STREET NAME	2015 CAMP PLAN	2018 STRATEGIC FRAMEWORK PLAN	HOUSTON BIKE PLAN	WALKABLE STREETS	TRANSIT STREETS	SAFE STREET PRIORITY	LEVEL
McGowen St	Medium Priority Connector	Proposed Green Corridor	Existing HC Shared On-Street	Primary	Bus	Yes	6
Holman St	High Priority Connector	Existing Green Corridor	Existing HC Shared On-Street	Primary	Bus		5
Main St	High Priority Connector	Bike/Ped Promenade	Proposed Dedicated On-Street	Primary	Rail		5
Webster St	Medium Priority Connector	Proposed Green Corridor	Proposed Shared On-Street		Bus	Yes	5
Alabama St	High Priority Connector	Proposed Green Corridor	Proposed Shared On-Street	Primary			4
Crawford St	Medium Priority Connector			Secondary	Bus	Yes	4
Elgin St	Medium Priority Connector	Proposed Green Corridor		Primary	Bus		4
Gray St		Proposed Green Corridor	Proposed Shared On-Street	Primary	Bus		4
Tuam St		Proposed Green Corridor	Proposed Dedicated On-Street	Secondary		Yes	4
Alameda Rd			Proposed Shared On-Street	Primary	Bus		3
Binz St		Proposed Green Corridor	Proposed Shared On-Street		Bus		3
Caroline St	Medium Priority Connector		Existing HC Shared On-Street	Primary			3
Fannin St				Primary	Bus	Yes	3
La Branch St			Proposed Shared On-Street	Secondary	Bus		3
Louisiana St	Medium Priority Connector			Primary	Bus		3
Montrose Blvd		Proposed Green Corridor	Proposed Shared On-Street		Bus		3
Pierce St				Secondary	Bus	Yes	3
San Jacinto St				Primary	Bus	Yes	3
Travis St			Proposed Dedicated On-Street	Primary	Bus		3
Wheeler St		Proposed Green Corridor		Primary	Bus		3
Brazos St			Proposed Shared On-Street	Primary			2

STREET HIERARCHY

SUMMARY

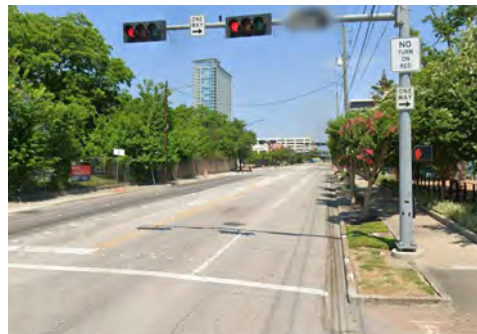
This map is a graphic representation of the hierarchical classifications of streets as defined on the previous table. The top level streets from this analysis are graphically shown as thicker lines on the map. It is from the top level streets that a more narrow set of priority streets was identified as the best candidates for capital improvements that could enhance the streetscape and public space in Midtown.



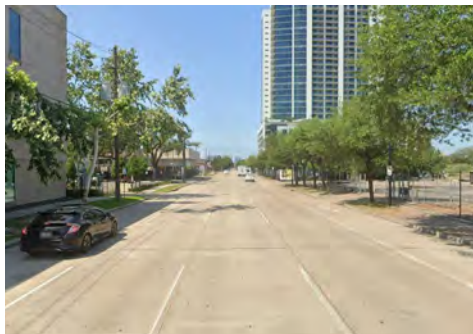
LEVEL 6 | MCGOWEN STREET



LEVEL 5 | MAIN STREET



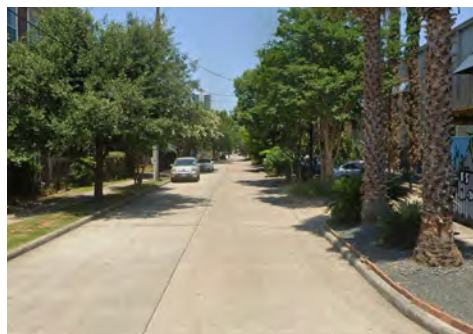
LEVEL 4 | ELGIN STREET



LEVEL 3 | FANNIN STREET



LEVEL 2 | MILAM STREET



LEVEL 1 | DREW STREET

KEY

- Level 6 street
- Level 5 street
- Level 4 street
- Level 3 street
- Level 2 street
- Level 1 street



Figure 13 Street Hierarchy

STREET IMPROVEMENT ZONES

STREETS

Streets are the spaces between the curb or between the on-street parking lanes. It includes travel lanes for vehicles and bicycles.



Shared On Street Bike Lane



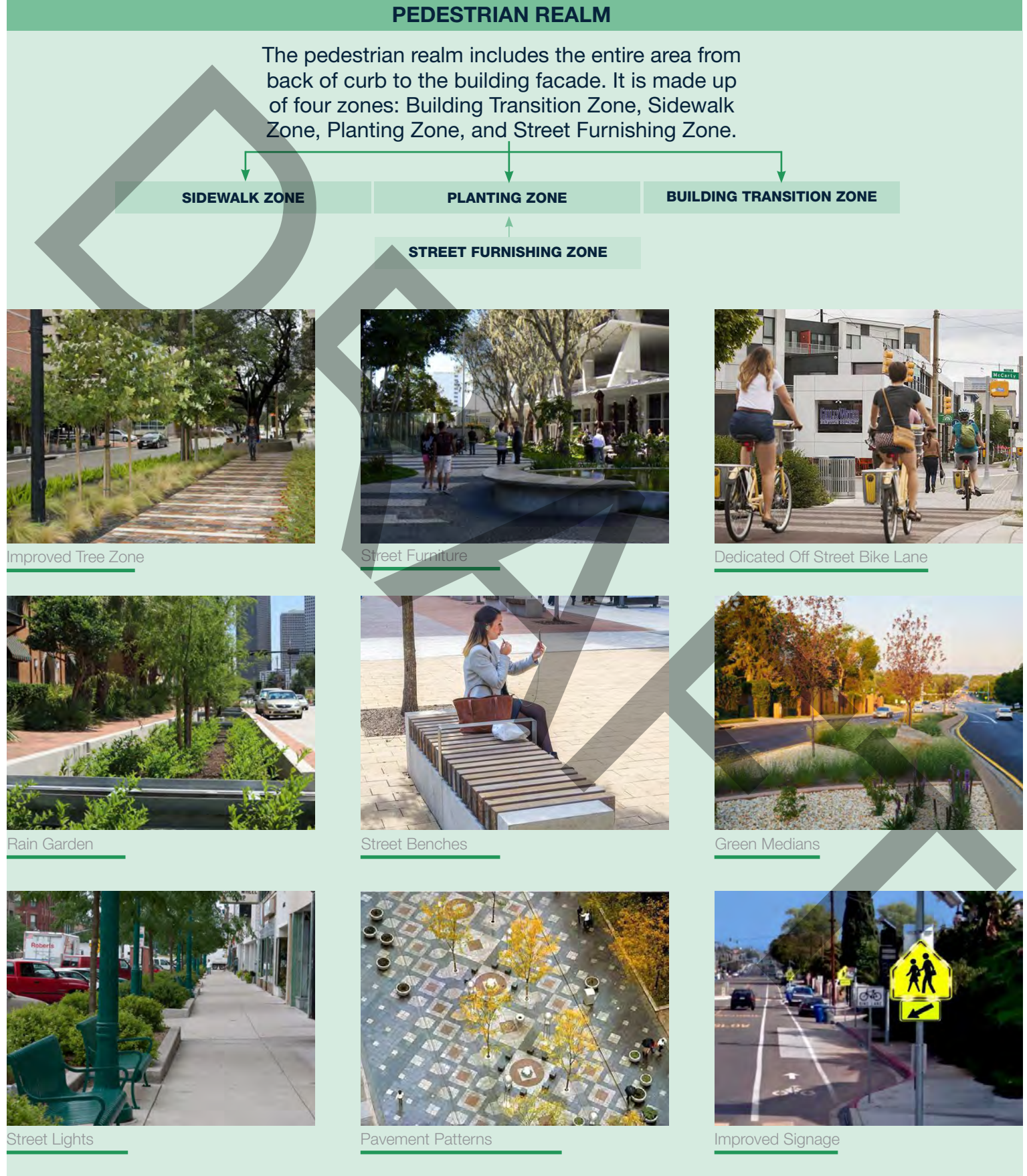
Dedicated Two Way On Street Bike Lane



Crosswalk Striping

PEDESTRIAN REALM

The pedestrian realm includes the entire area from back of curb to the building facade. It is made up of four zones: Building Transition Zone, Sidewalk Zone, Planting Zone, and Street Furnishing Zone.



ON STREET PARKING

On-street parking is accommodated on many public streets in Midtown. These guidelines address the character and functionality of these parking spaces and their impact on Midtown.



On Street Parking - Buffer/Tree Zone



On Street Parking and Bike Lane



Single Side On Street Parking

PRIORITY STREETS

SUMMARY

From the top hierarchy streets, a sub-set of 'priority streets' was established as the streets recommended for capital improvements that would have the most impact on Midtown. These top 11 priority streets include:

Alabama Street	
Brazos Street	
Crawford Street	
Elgin Street	
Fannin Street	
Gray Street	
Main Street	
McGowen Street	
Travis Street	
Webster Street	
Wheeler Street	

The narrowing process took into consideration previous capital improvement projects. If a street recently had major construction that enhanced the public space, then the street or the specific portion of the street, was removed from the recommended priority street.

This map also shows the kit of parts elements being recommended on the individual priority streets. The street section recommendations on the following pages are representative of typical conditions. Detailed designs for streets should respond to specific site conditions. Bike lane types and locations shown are also conceptual and may be revised based on project design needs.

STREETS

- Remove/ reduce travel lane
- Improve crosswalk stripping
- Add dedicated bike lane
- Add shared bike lane
- Bury utility lines, raise utility lines, remove sidewalk hindrances

PEDESTRIAN REALM

- Add trees to the planting zone
- Improve/ add planting bed
- Add streetlights
- Improve sidewalk conditions
- Widen sidewalk
- Add planting bed to the median
- Add street furniture

ON-STREET PARKING

- Reduce on-street parking
- Add on-street parking
- Add buffer between the street and pedestrian realm



Figure 14 Street Priority

ALABAMA STREET

- High Priority Connector
- Proposed Green Corridor
- Existing LC Shared Bike Lane
- Proposed HC Dedicated Bike Lane
- Primary Walkable Street
- Major Collector

Alabama Street is a two-way street and is bounded by Milam Street on the west and Chenevert Street on the east. As per the 2018 Midtown Sidewalk Survey, eight out of 19 sidewalk segments are in good condition, six segments are in fair condition, and three segments are in poor condition. The highlighted connection in red, is a stitch proposed by the NHHIP which will improve connections to Midtown.

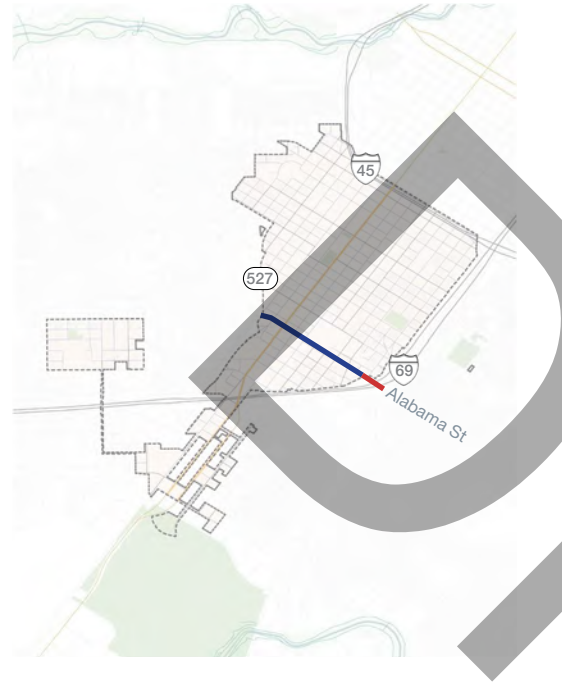


Figure 15 Street Key

RECOMMENDATIONS

- 1 Convert 2 travel lanes into an off-street dedicated 6' bike lane on either sides with signs and safety for bicyclists.
- 2 Maintain the travel lanes at 10' width.
- 3 Clean up and consolidate utility lines.
- 4 Widen sidewalk to a minimum of 8' width where necessary.
- 5 Improve sidewalk quality.
- 6 Rebuild the hardscape on the medians as necessary and convert planting beds to native and adapted plantings where possible.
- 7 Increase the width of planting zone.
- 8 Add Midtown standard streetlights at 20'-30' interval, evenly between street trees.
- 9 Add 2' raised buffer between the dedicated bike lane and travel lane.

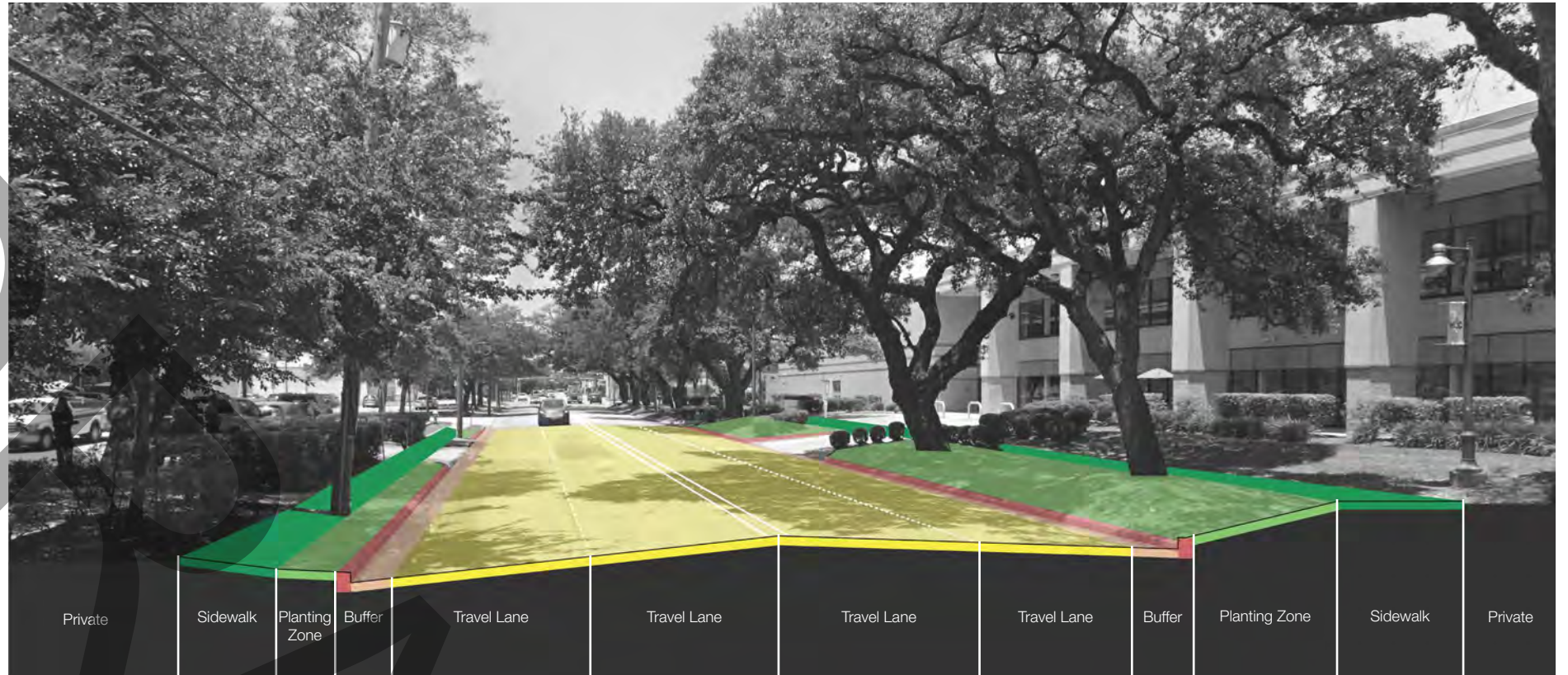


Figure 16 Existing Street Conditions

KEY

- Sidewalk
- Planting Zone
- Bike Lane
- Travel Lane
- Curb

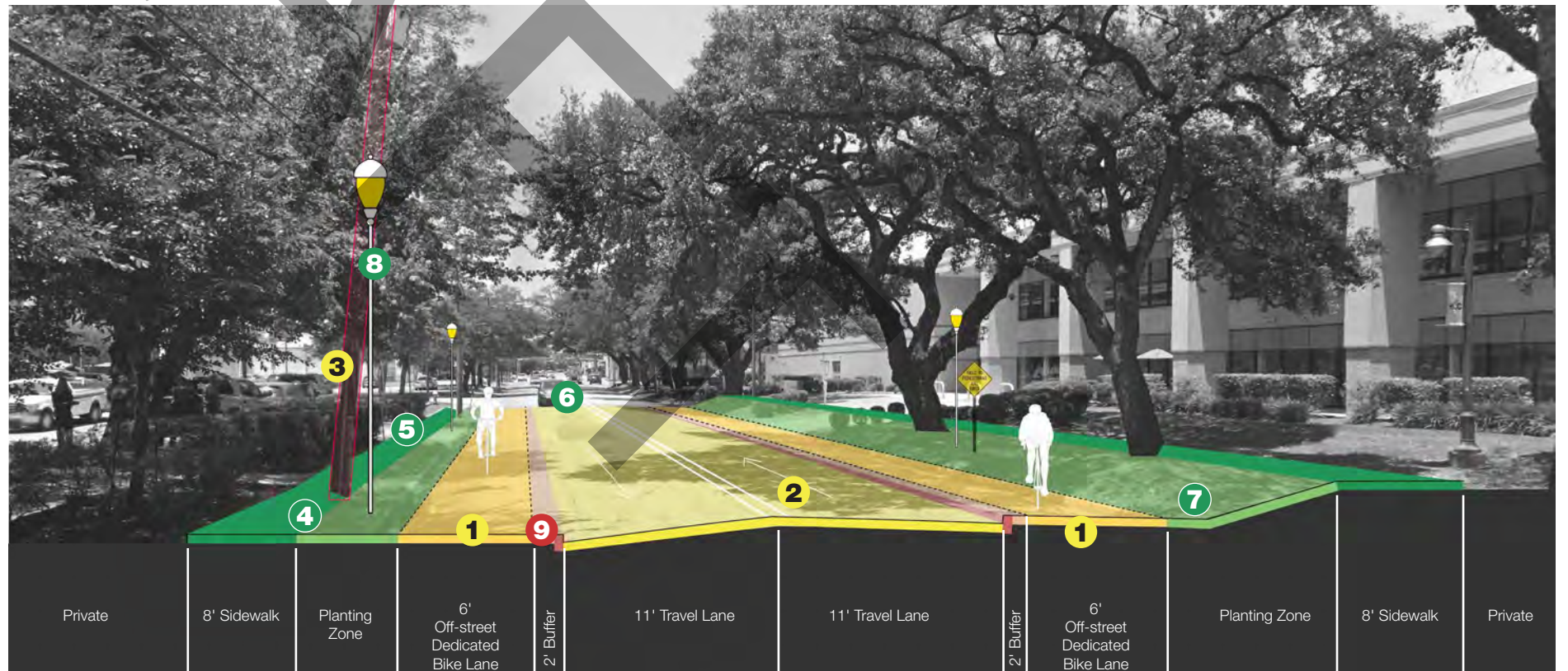


Figure 17 Recommended Street Conditions

BRAZOS STREET

- Programmed HC Dedicated Bike Lane
- Primary Walkable Street
- Major Collector

Brazos Street is a one-way northbound street and is bounded by St. Joseph Parkway on the north and Elgin Street on the south. As per the 2018 Midtown Sidewalk Survey, 14 out of 24 sidewalk segments are in good condition, nine segments are in fair condition, and one segment is in poor condition.

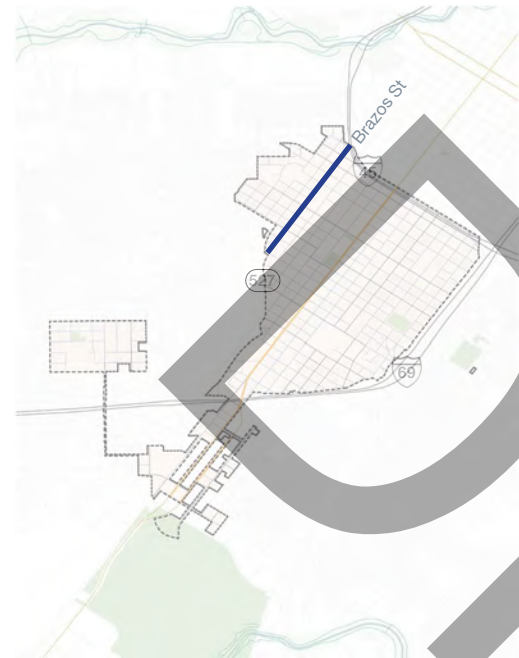


Figure 18 Street Key



Figure 19 Existing Street Conditions

RECOMMENDATIONS

- 1 Add a 10' two-way dedicated bike lane.
- 2 Improve crosswalk striping.
- 3 Clean up and consolidate utility lines.
- 4 Add shade trees and native & adapted vegetation in the planting zone.
- 5 Add Midtown standard street and pedestrian lighting at 20'-30' interval, evenly between street trees.
- 6 Widen sidewalk to a minimum of 8' width where necessary.

KEY

- Sidewalk
- Planting Zone
- Bike Lane
- Travel Lane
- Curb
- On Street Parking

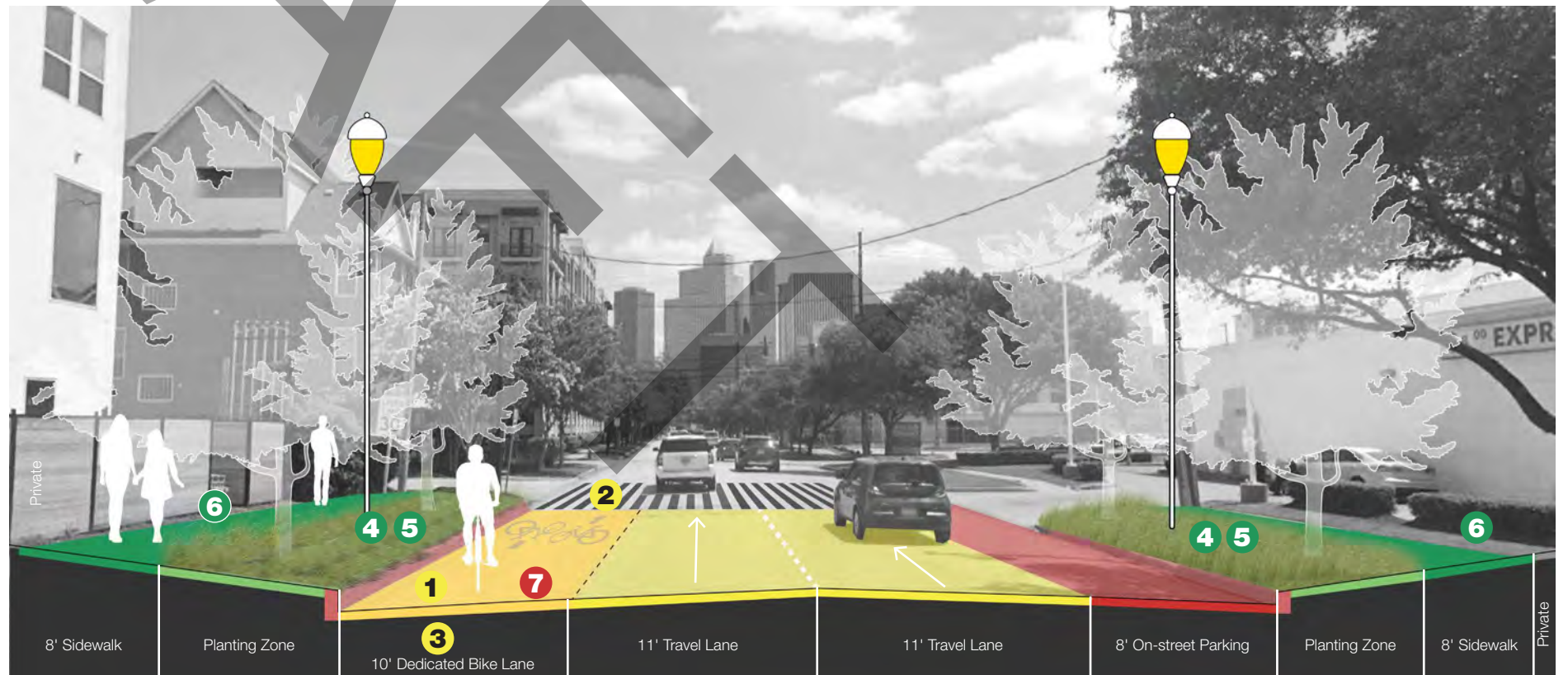


Figure 20 Recommended Street Conditions

CRAWFORD STREET

- **Medium Priority Connector**
- **Secondary Walkable Street**
- **Safe Streets Priority**
- **Bus Route**

Following the plans for the adjacent dedicated bike routes on Alabama Street, Crawford Street could install a bike lane to connect into Baldwin Park and further. Other improvements could be within the pedestrians realm such as planting and improved sidewalk conditions. As per the 2018 Midtown Sidewalk Survey, 18 out of 34 sidewalk segments are in good condition, eight segments are in fair condition, and eight segments are in poor condition. However, after the Crawford Street improvements, the sidewalk conditions have improved. The proposed cap at Alameda Street by NHHIP will depress I-69 improving connections Midtown.

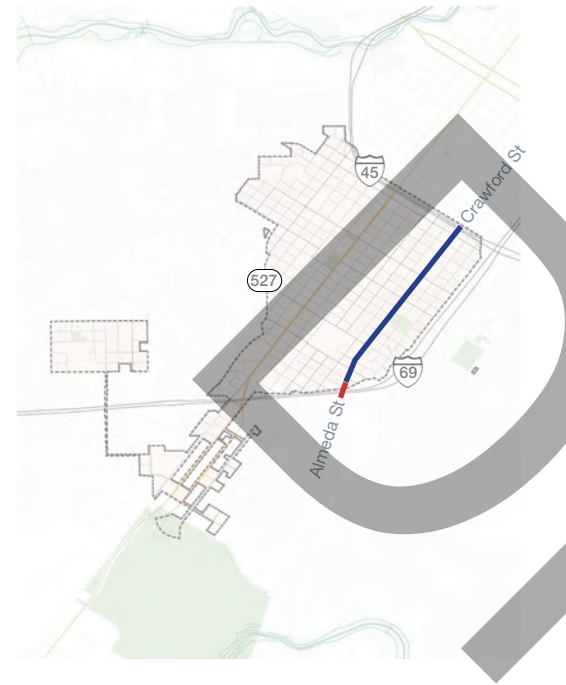


Figure 21 Street Key

RECOMMENDATIONS

- 1 Convert a travel lane to a two-way 10' dedicated bike lane with signs and safety for bicyclists.
- 2 Add buffer between the dedicated bike lane and travel lane.
- 3 Maintain the travel lanes with bus routes at 11' width.
- 4 Convert Crawford Street to a two way street, aligning to Alameda Street.
- 5 Clean up and consolidate utility lines.
- 6 Widen sidewalk to a minimum of 6' width where necessary.
- 7 Improve sidewalk quality where necessary.
- 8 Add Midtown standard streetlights at 20'-30' interval, evenly between street trees.
- 9 Add buffer between travel lane and bike lane.

KEY

- Sidewalk
- Planting Zone
- Bike Lane
- Travel Lane
- Curb

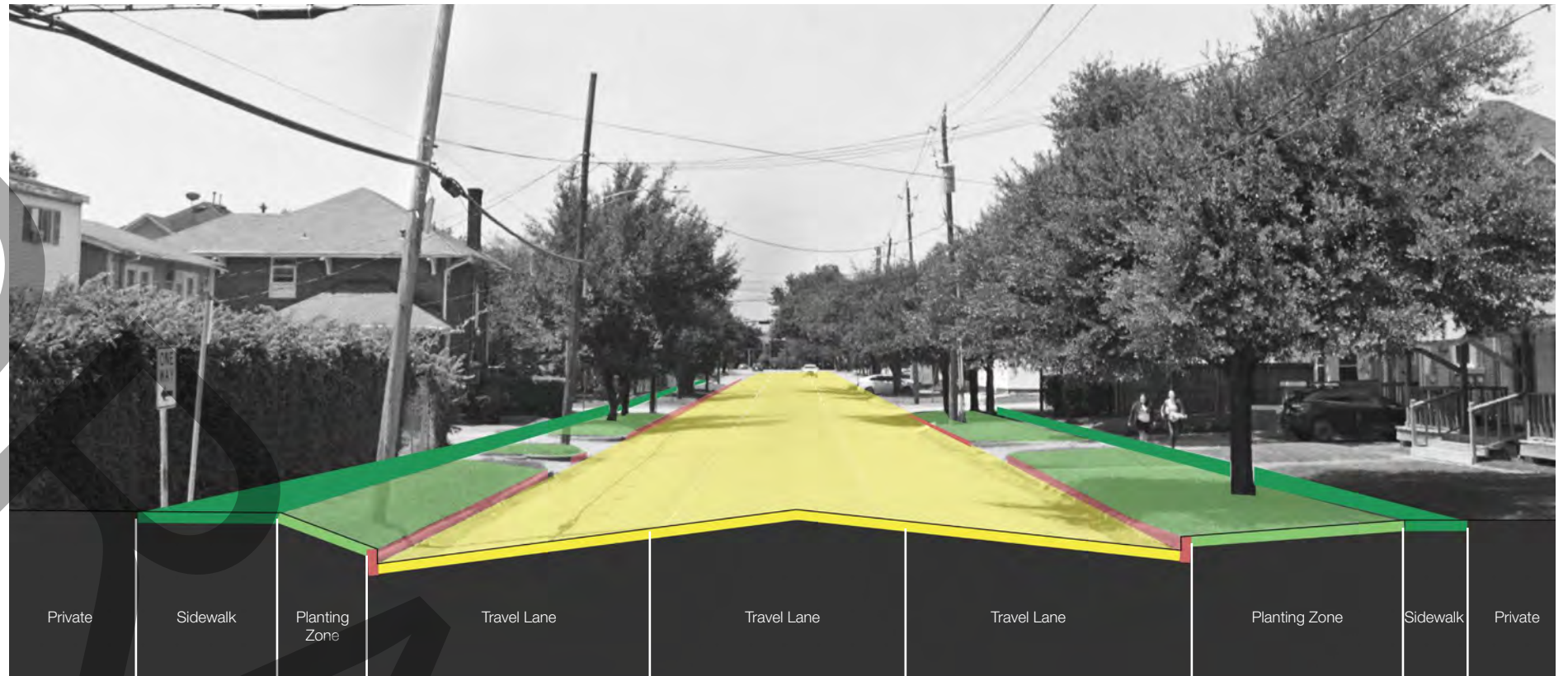


Figure 22 Existing Street Conditions



Figure 23 Recommended Street Conditions

ELGIN STREET

- **Medium Priority Connector**
- **Proposed Green Corridor**
- **Primary Walkable Street**
- **Bus Route**
- Minor Collector

Elgin Street is a major connector east to west and is currently a two-way street. The street has four travel lanes and a turning lane with minimal pedestrian spaces. The proposed section shows the potential to include some planted medians, and improve the quality of sidewalks. As per the 2018 Midtown Sidewalk Survey, 29 out of 30 sidewalk segments are in good condition, one segment are in fair condition, and zero segments are in poor condition. The highlighted connection in red, is a stitch proposed by the NHHIP which will improve connections to Midtown.

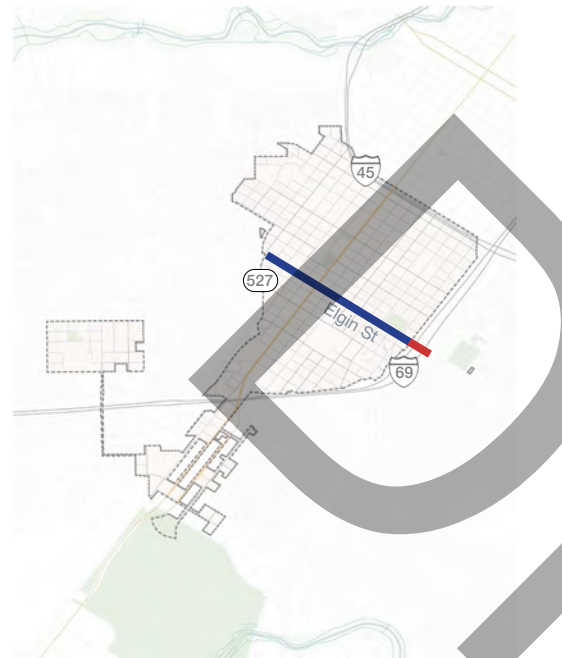


Figure 24 Street Key

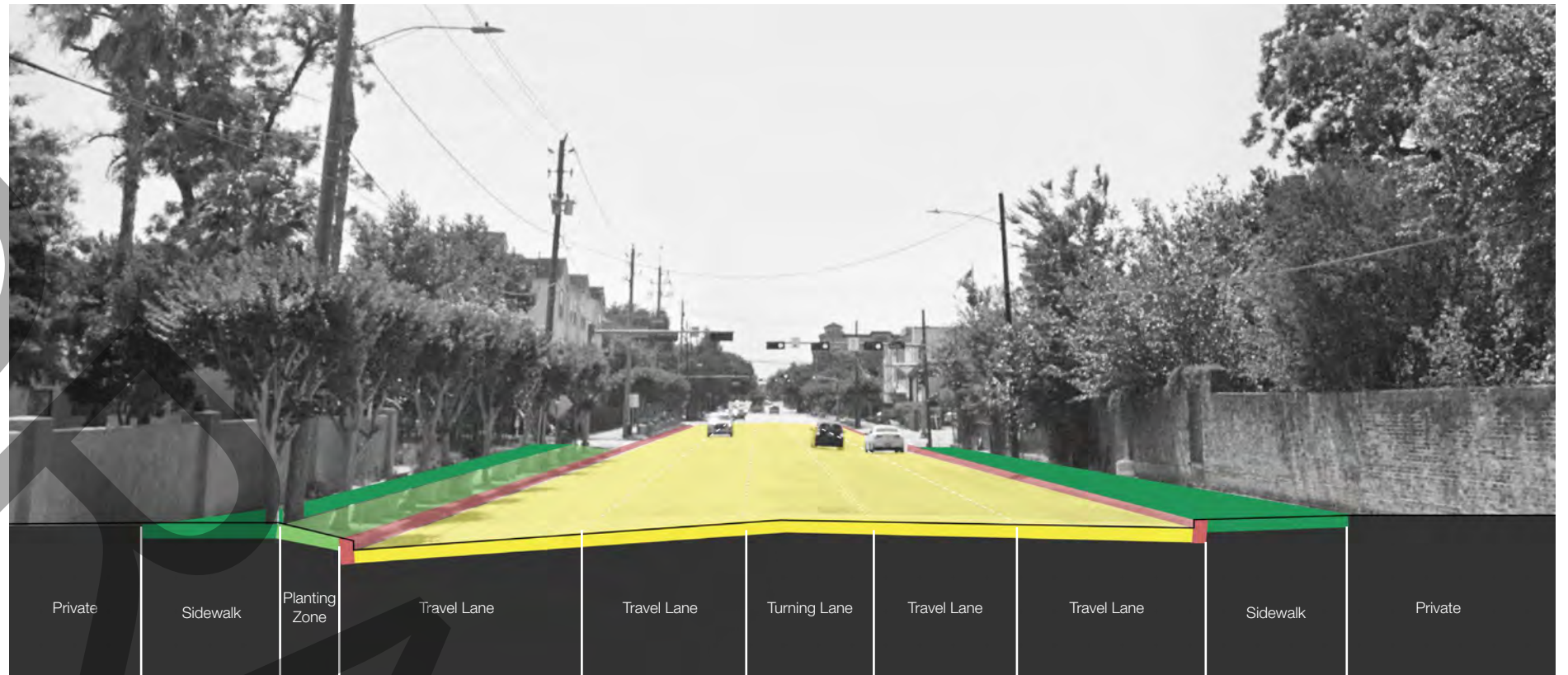


Figure 25 Existing Street Conditions

RECOMMENDATIONS

- 1 Widen sidewalk to a minimum of 8' width where necessary.
- 2 Add Midtown standard street and pedestrian lighting at 20'-30' interval, evenly between street trees.
- 3 Upgrade turn lane to planted median with native trees.
- 4 Maintain travel lanes with bus routes at 11' width and travel lanes at 10' width.
- 5 Clean up and consolidate utility lines.

KEY

- Sidewalk
- Planting Zone
- Bike Lane
- Travel Lane
- Curb



Figure 26 Recommended Street Conditions

FANNIN STREET

- **Primary Walkable Street**
- **Safe Streets Priority**
- **Bus Route**
- Major Thoroughfare

Fannin Street is a major north to south one way connector. The street has 1 lane for parking and 4 travel lanes with 2 lanes restricted only for carpools and buses during particular hours. As per the 2018 Midtown Sidewalk Survey, 64 out of 70 sidewalk segments are in good condition, 3 segments are in fair condition, and 3 segments are in poor condition. The highlighted part in red, is a cap and stitch proposed by the NHHIP which will improve connections to Midtown. It will improve the pedestrian conditions by adding improved sidewalks and green spaces.

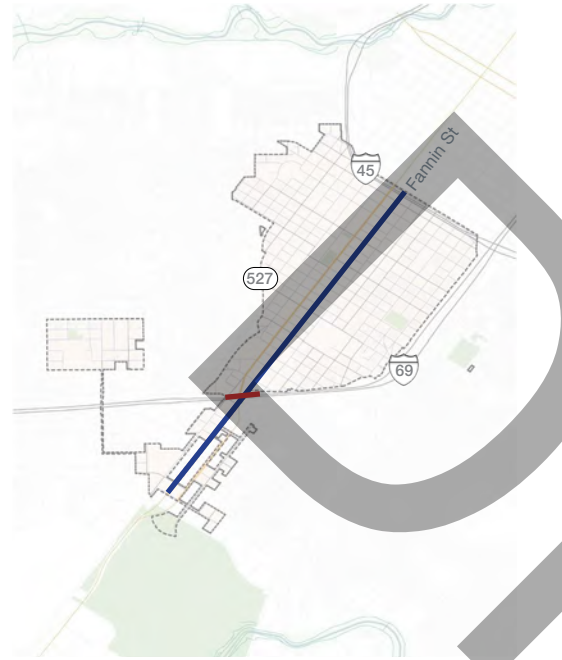


Figure 27 Street Key

RECOMMENDATIONS

- 1 Widen sidewalk to a minimum of 8' width where necessary.
- 2 Improve sidewalk quality.
- 3 Remove a travel lane dedicated to buses and carpools only.
- 4 Convert a travel lane dedicated to buses and carpools only to a turn lane.
- 5 Maintain travel lanes with bus routes at 11' width.
- 6 Add 6' dedicated bike lane.
- 7 Shift the parking to accommodate the dedicated bike lane.
- 8 Add a paved median buffer between the dedicated bike lane and parking.

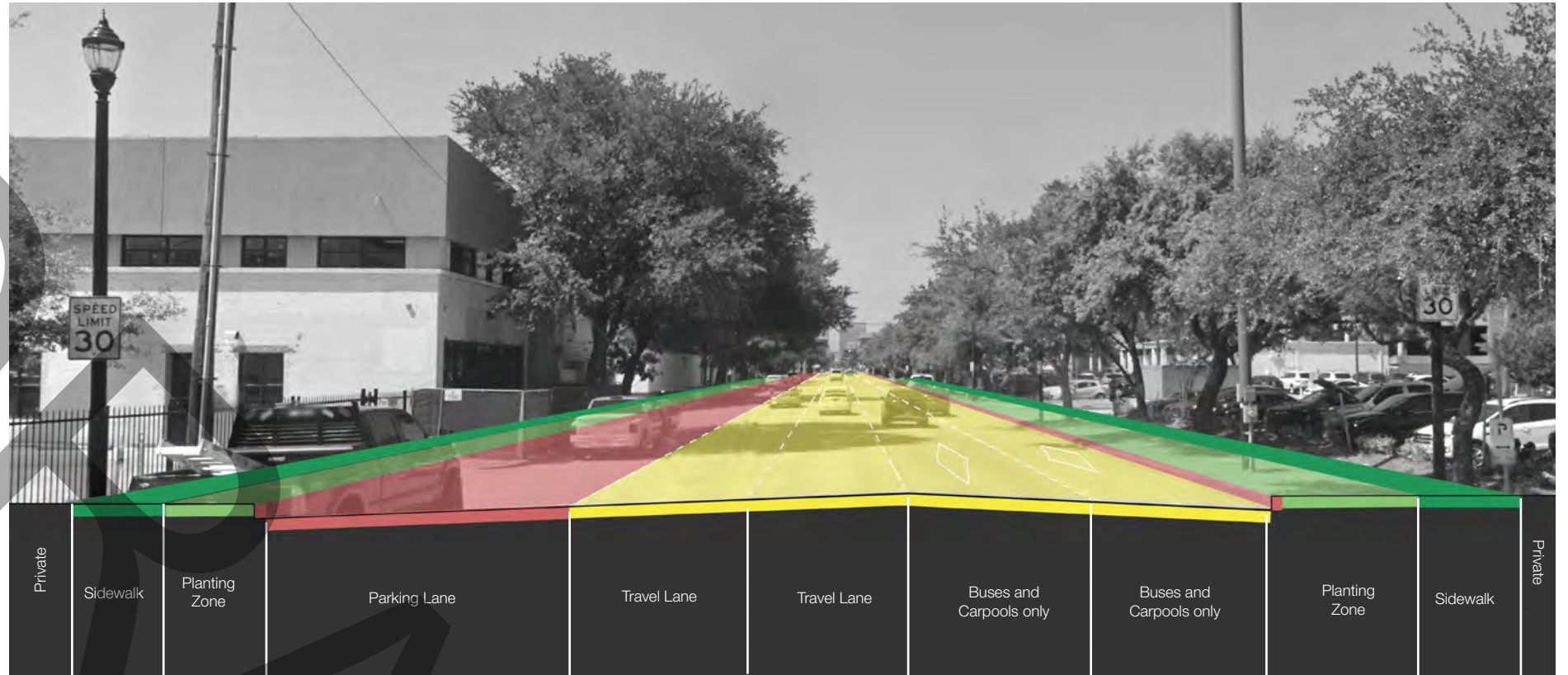


Figure 28 Existing Street Conditions

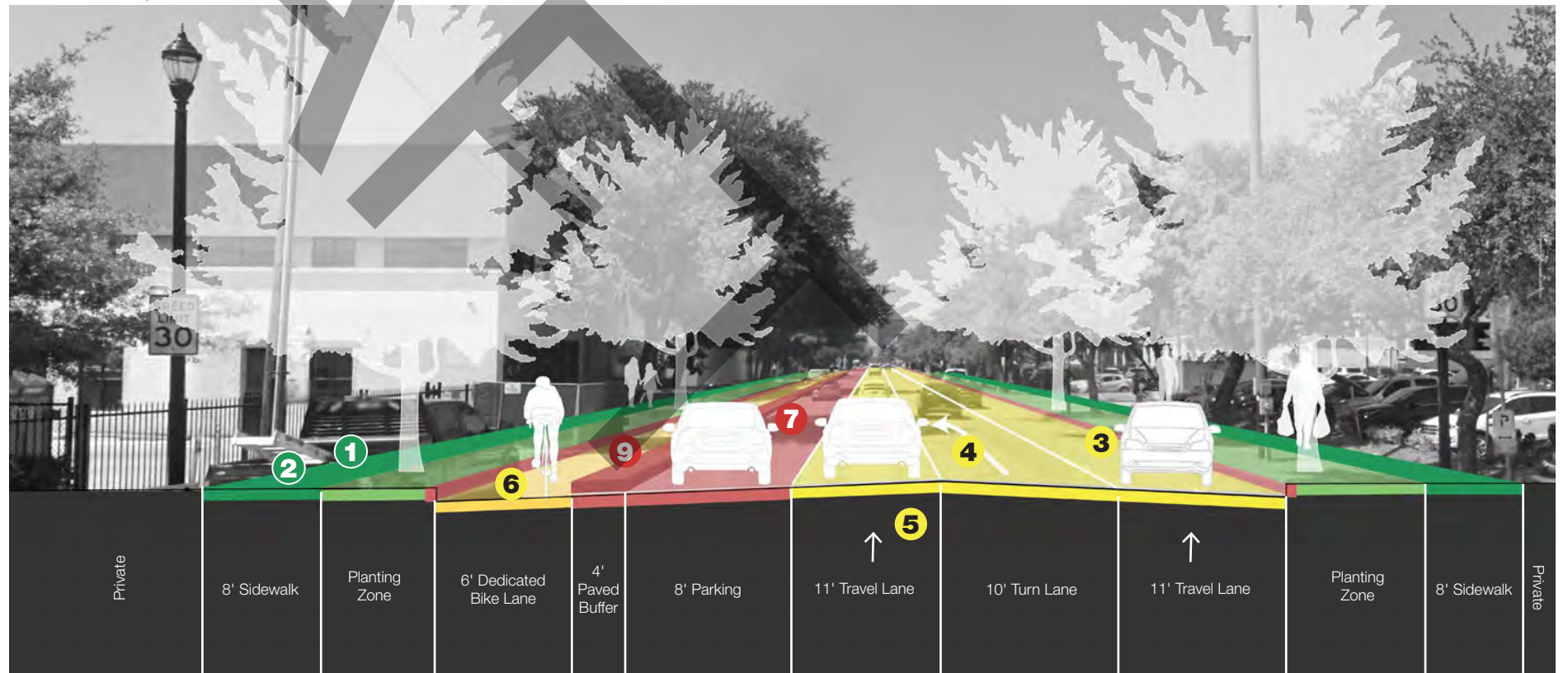


Figure 29 Recommended Street Conditions

GRAY STREET

- **Proposed Green Corridor**
- **Existing Two-Way Dedicated Bike Lane**
- **Primary Walkable Street**
- **Bus Route**
- Major Collector

Gray Street is a one-way westbound street and is bounded by Mathews Street on the west and Hamilton Street on the east. As per the 2018 Midtown Sidewalk Survey, 30 out of 30 sidewalk segments are in good condition. The highlighted connection in red is a stitch proposed by the NHHIP which will improve connections to Midtown.

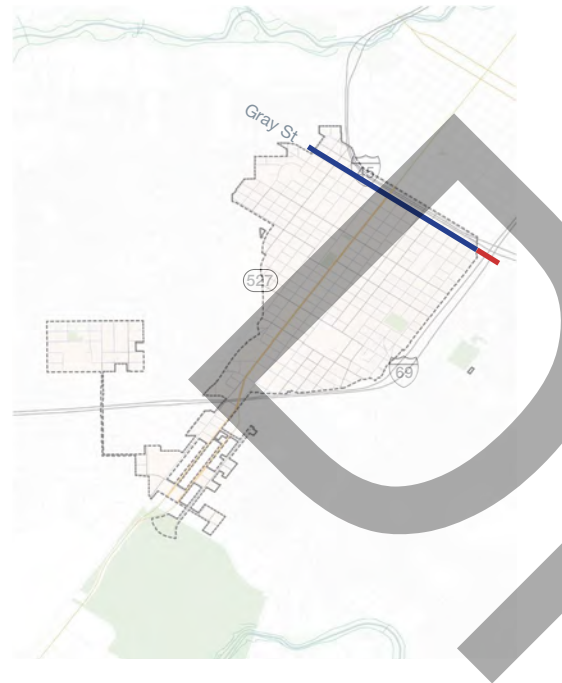


Figure 30 Street Key

RECOMMENDATIONS

- 1 Clean up and consolidate utility lines.
- 2 Increase planting zone width and position it between the travel lane and sidewalk.
- 3 Add shade trees, and native and adapted vegetation in the planting zone.
- 4 Add Midtown standard street and pedestrian lighting at 20'-30' interval, evenly between street trees.
- 5 Widen sidewalk to a minimum of 8'.
- 6 Add street furniture.
- 7 Plan the back of the curb as a potential linear park.
- 8 Remove the one street parking lane.

- 3 Clean up and consolidate utility lines.

KEY

- Sidewalk
- Planting Zone
- Bike Lane
- Travel Lane
- Curb
- On Street Parking



Figure 31 Existing Street Conditions

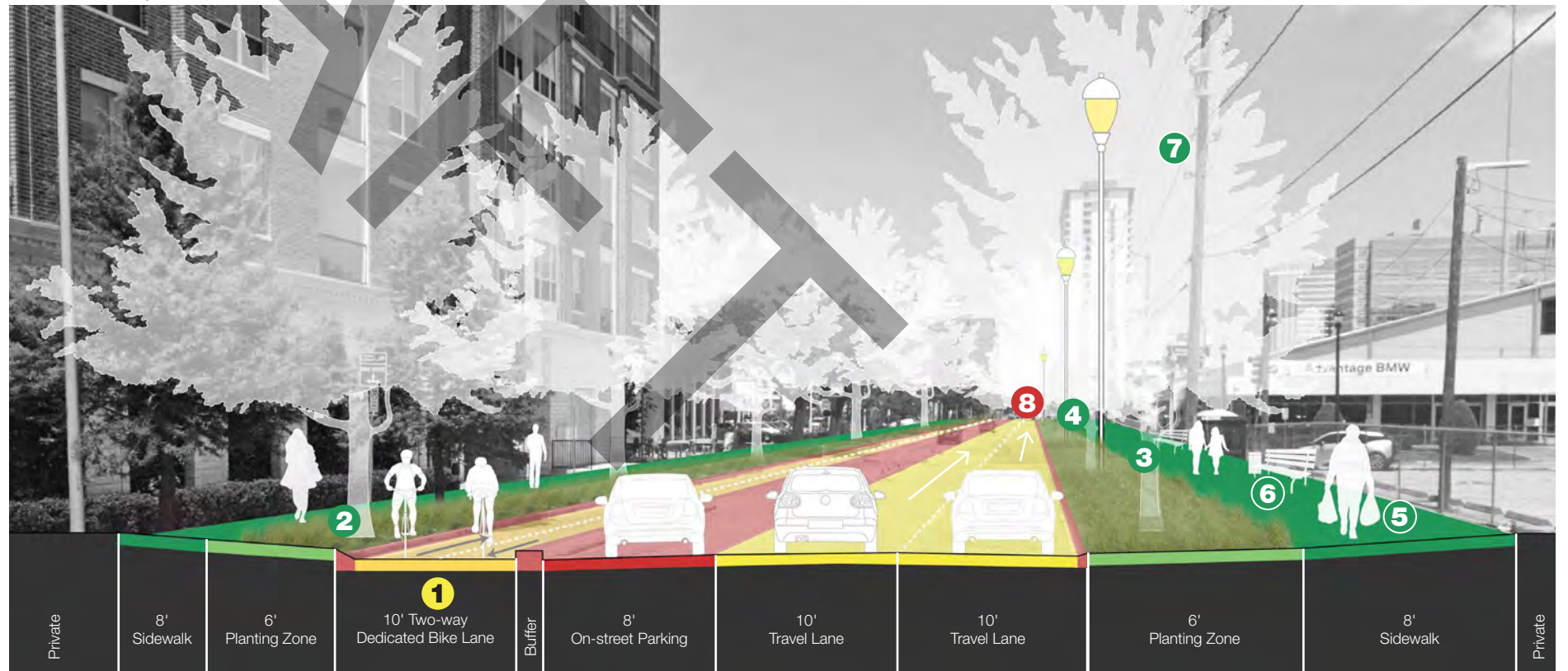


Figure 32 Recommended Street Conditions

MAIN STREET

- **High Priority Connector**
- **Bike/Ped Promenade**
- **Proposed HC Shared**
- **Primary Walkable Street**
- **Transit Route**
- Major Thoroughfare

Main Street is one of the most prominent north-south connection through Midtown. The METRO Rail Red Line runs in the center of the street with a travel lane on either side. As per the 2018 Midtown Sidewalk Survey, most of 74 sidewalk segments are in good condition. The highlighted part in red, is a cap and stitch proposed by the NHHIP which will improve connections to Midtown. It will improve the pedestrian conditions by adding improved sidewalks and green spaces. Design treatments will need to vary along the corridor to accommodate access needs in certain locations.

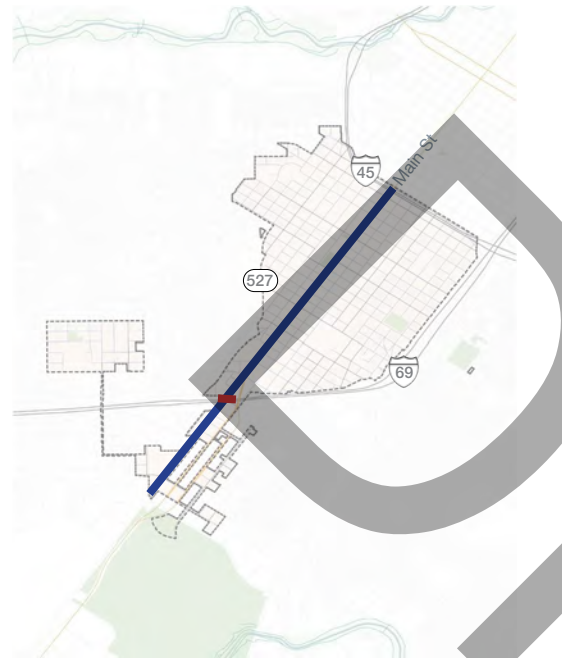


Figure 33 Street Key

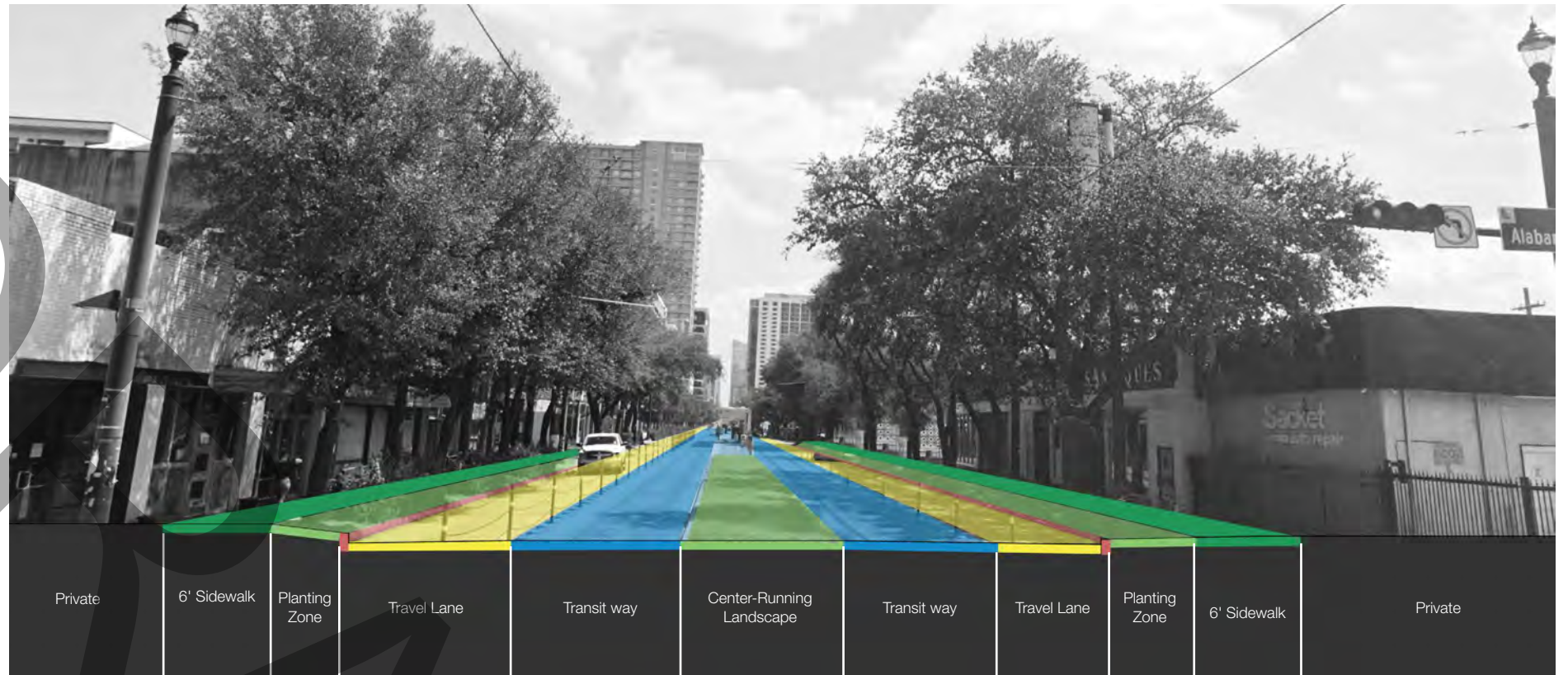


Figure 34 Existing Street Conditions

RECOMMENDATIONS

- 1 Convert both travel lanes to a dedicated 10' bike lane with signs and safety for bicyclists.
- 2 Explore improved pedestrian crossing opportunities at all street intersections.
- 3 Widen sidewalk to a minimum of 8' width where possible (new development, etc.)
- 4 Improve sidewalk quality.
- 5 Add street furniture.

KEY

- Sidewalk
- Planting Zone
- Bike Lane
- Travel Lane
- Curb
- Transit way

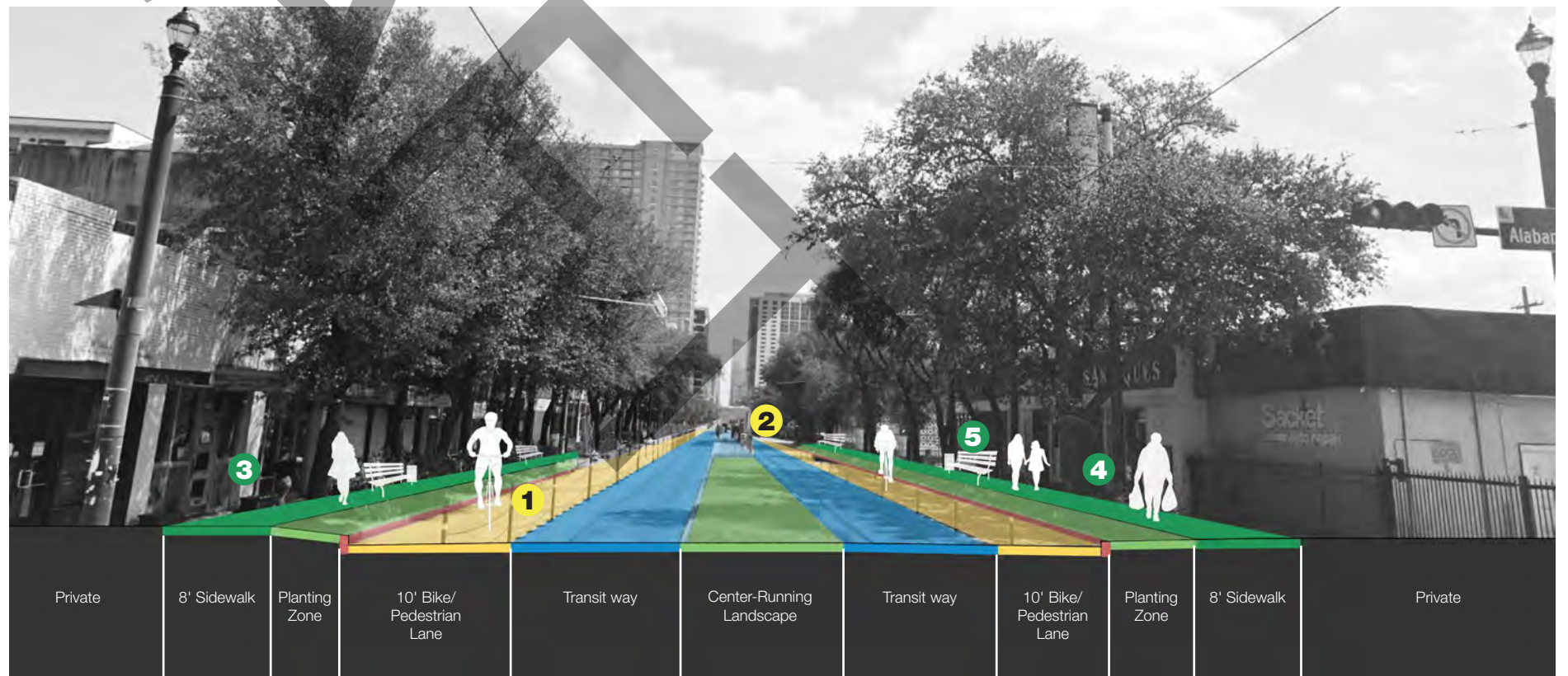


Figure 35 Recommended Street Conditions

MAIN STREET

PUBLIC ART/BRANDING CONCEPT

Streetscape improvements on Main Street offer an opportunity to revisit the existing Midtown entry portal experience at the Main Street and Pierce Elevated intersection.

BRANDING

- 1 Use the space in between the columns as opportunities for art or architectural paneling.
- 2 Work with a local artist to create graphic murals that create an engaging moment for pedestrians.

WAYFINDING

- 3 Integrate the names of parks, major businesses, and other important location within a 5-min walking radius.
- 4 Include the dedicated bicycle symbol on Main Street as suggested in the Houston Bike Plan and recommendations.

PASSAGE

- 5 Re-paint the crosswalk zone with a simple graphic to clearly mark where cars should stop. Crosswalks should be smooth and slip-resistant.
- 6 Restore both the sidewalk realm and the median refuge island with durable concrete paint.
- 7 Improve ADA conditions.



Figure 36 Key Map

EXISTING CONDITIONS



PROPOSED CONCEPT



MCGOWEN STREET

- **Medium Priority Connector**
- **Proposed Green Corridor**
- **Proposed Dedicated Bike Lane**
- **Primary Walkable Street**
- **Safe Street Priority**
- **Bus Route**
- Major Collector

McGowen Street is a two-way east-west street with changing segments of travel lanes and parking lanes along. As per the 2018 Midtown Sidewalk Survey, all of the 40 sidewalk segments are in good condition. The highlighted connection in red, is a stitch proposed by the NHHIP which will improve connections to Midtown.

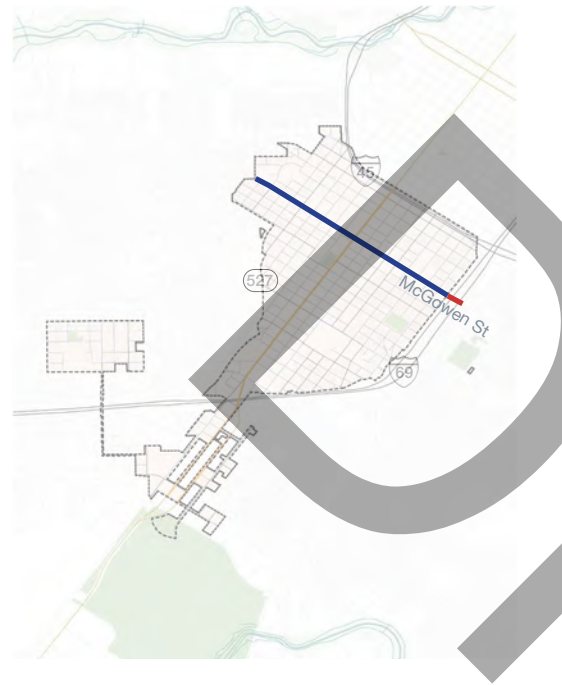


Figure 37 Street Key

RECOMMENDATIONS

- 1 Convert travel lane to a dedicated 6' bike lane with signs and safety for bicyclists.
- 2 Maintain travel lanes with bus routes at 11' width.
- 3 Clean up and consolidate utility lines.
- 4 Widen sidewalk to a minimum of 8' width where possible (new development, etc.)
- 5 Improve sidewalk quality.
- 6 Add Midtown standard street and pedestrian lighting at 20'-30' interval, evenly between street trees.
- 7 Add 2' buffer between the dedicated bike lane and travel lane.

KEY

- Sidewalk
- Planting Zone
- Bike Lane
- Travel Lane
- Curb

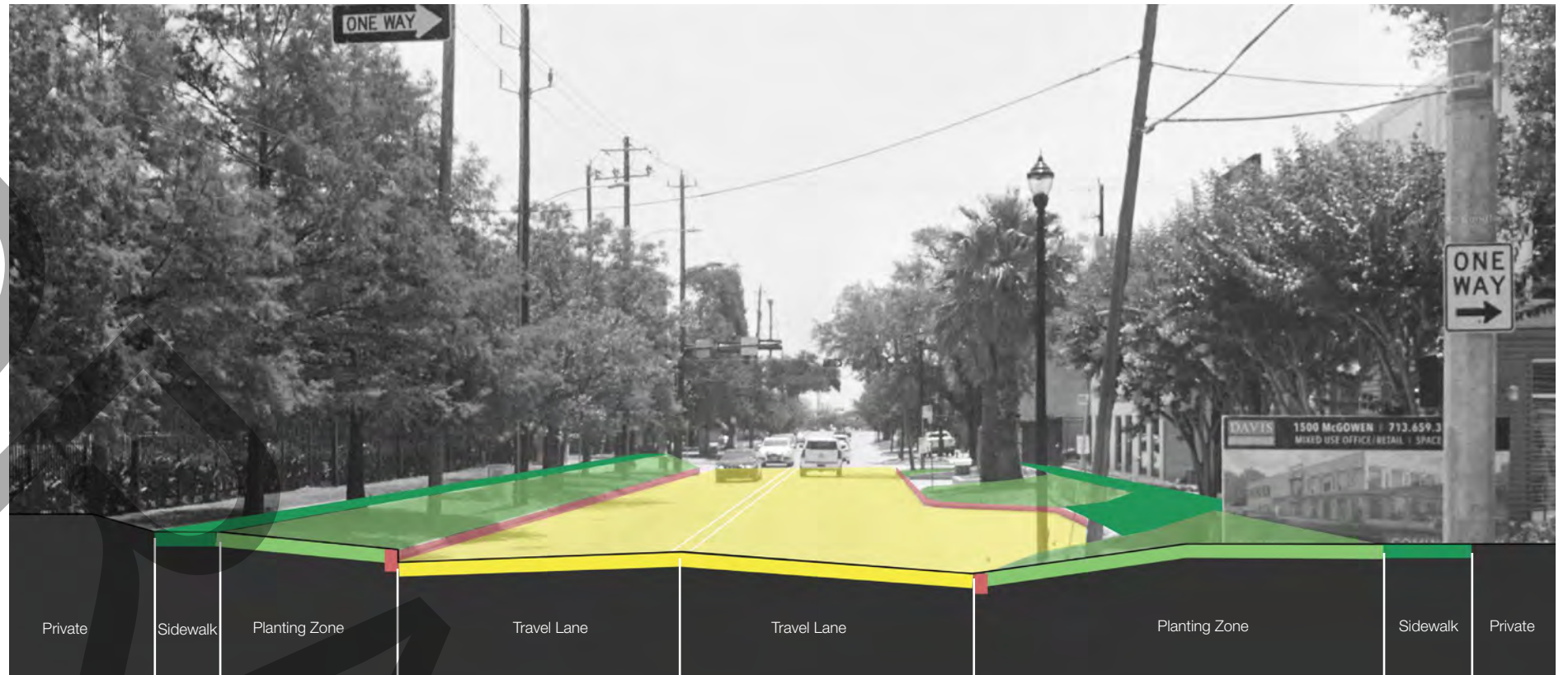


Figure 38 Existing Street Conditions

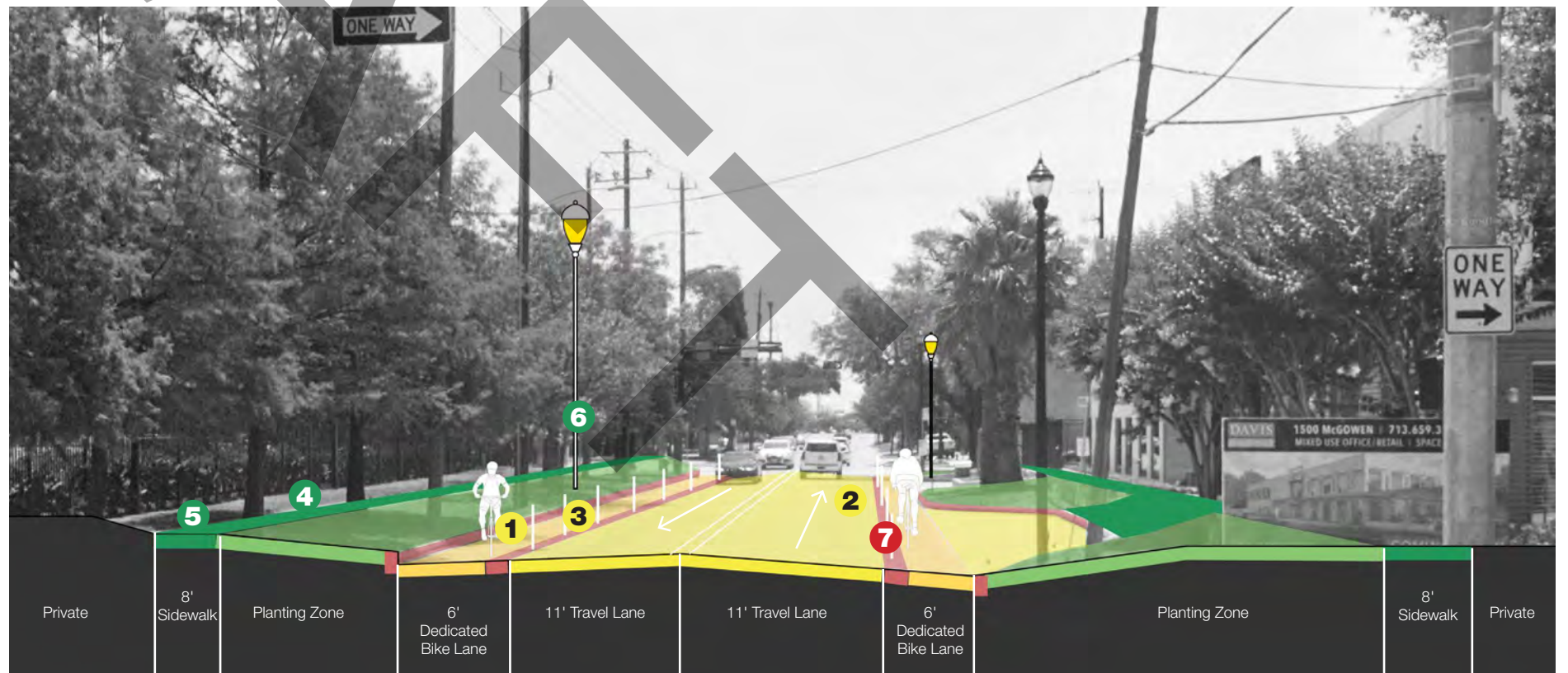


Figure 39 Recommended Street Conditions

TRAVIS STREET

- **Primary Walkable Street**
- **Bus Route**
- Major Thoroughfare

Travis street is a one-way north - south street with a lane for buses and carpools, two travel lanes, and on-street parking. As per the 2018 Midtown Sidewalk Survey, the segment along Midtown Park is in poor condition, while all the other segments are in good condition.



Figure 42 Street Key

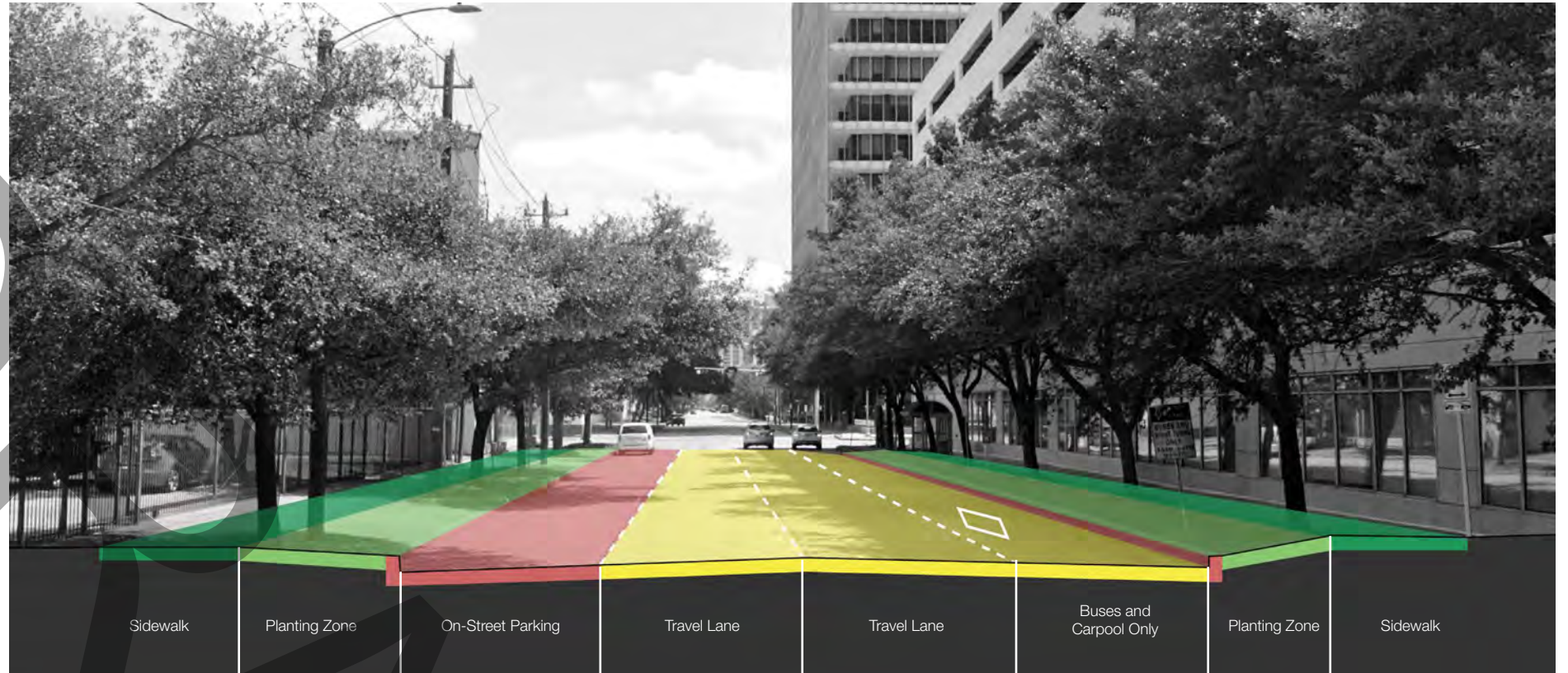


Figure 40 Existing Street Conditions

RECOMMENDATIONS

- 1 Maintain travel lanes with bus routes at 11' width and travel lanes at 10' width.
- 2 Clean up and consolidate utility lines.
- 3 Convert on-street parking into a 6' dedicated bike lane.
- 4 Widen sidewalk to a minimum of 8' width where necessary.
- 5 Add 6'-8' wide rain garden to collect and hold rainwater and improve street quality for pedestrians.
- 6 Add Midtown standard street and pedestrian lighting at 20'-30' interval, evenly between street trees.

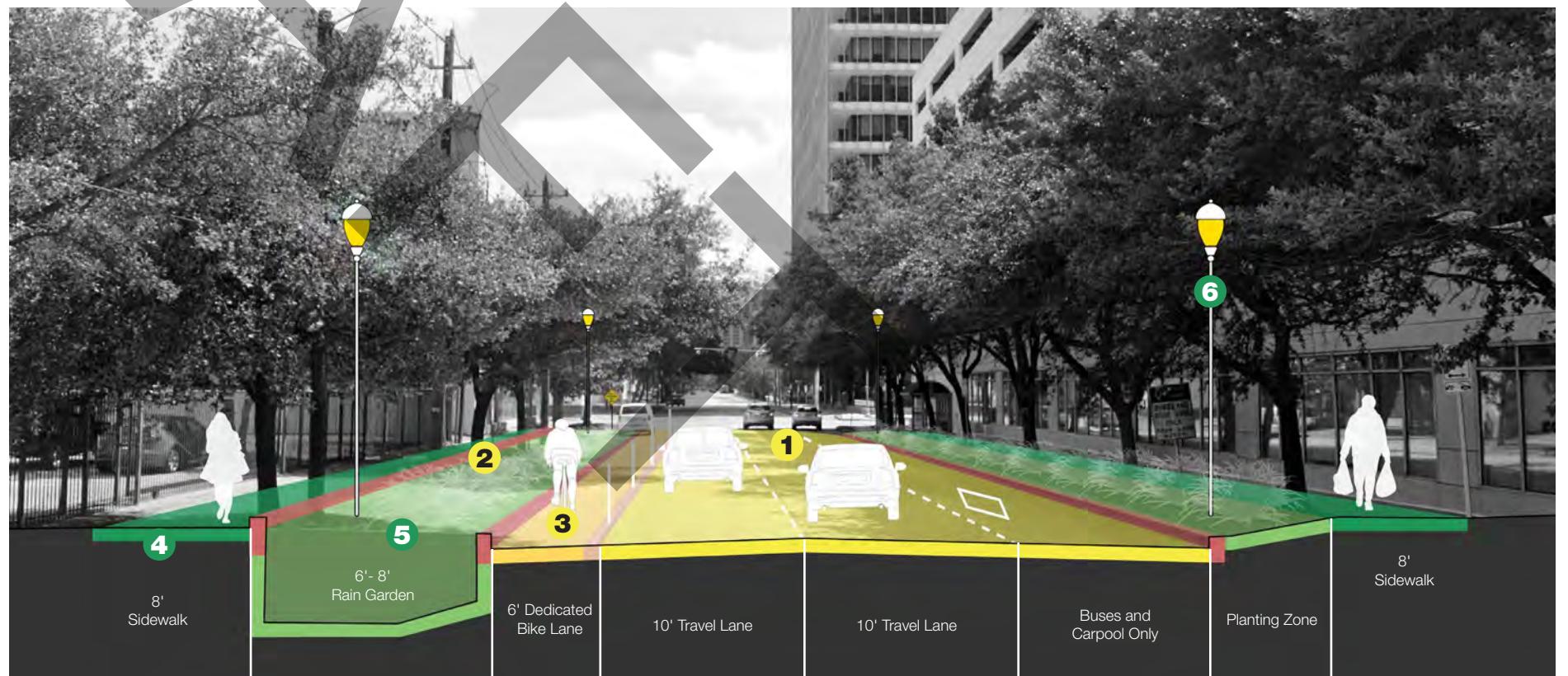


Figure 41 Recommended Street Conditions

WEBSTER STREET

- **Medium Priority Connector**
- **Proposed Green Connector**
- **Safe Street Priority**
- **Proposed Shared On-Street**
- **Primary Walkable Street**
- **Bus Route**
- Major Collector

Webster Street is a east bound one-way street with 3 travel lanes. As per the 2018 Midtown Sidewalk Survey, 18 out of the 38 sidewalk segments are in good condition, 12 segments are in fair condition, and 8 segments are in poor condition. To improve the pedestrian usage and experience, the recommendations involve increase width and better quality sidewalks with planting zones.

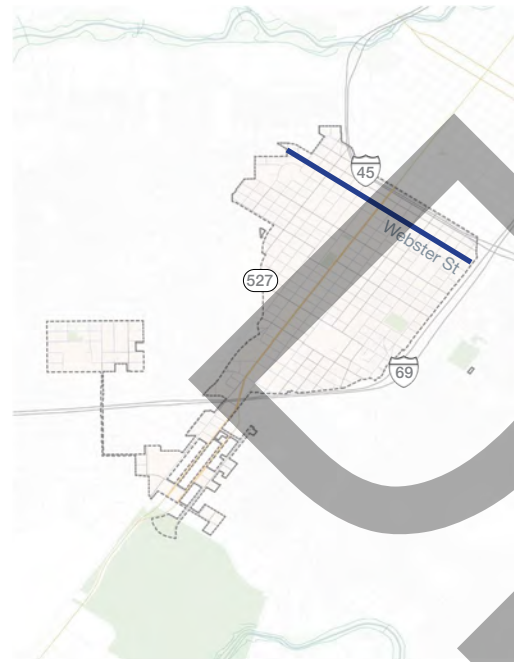


Figure 43 Street Key



Figure 44 Existing Street Conditions

RECOMMENDATIONS

- 1 Maintain travel lanes with bus routes at 11' width.
- 2 Clean up and consolidate utility lines.
- 3 Widen sidewalk to a minimum of 8' width where necessary.
- 4 Improve sidewalk quality.
- 5 Add Midtown standard street and pedestrian lighting at 20'-30' interval, evenly between street trees.
- 6 Add planting zones where necessary.

KEY

- Sidewalk
- Planting Zone
- Travel Lane
- Curb

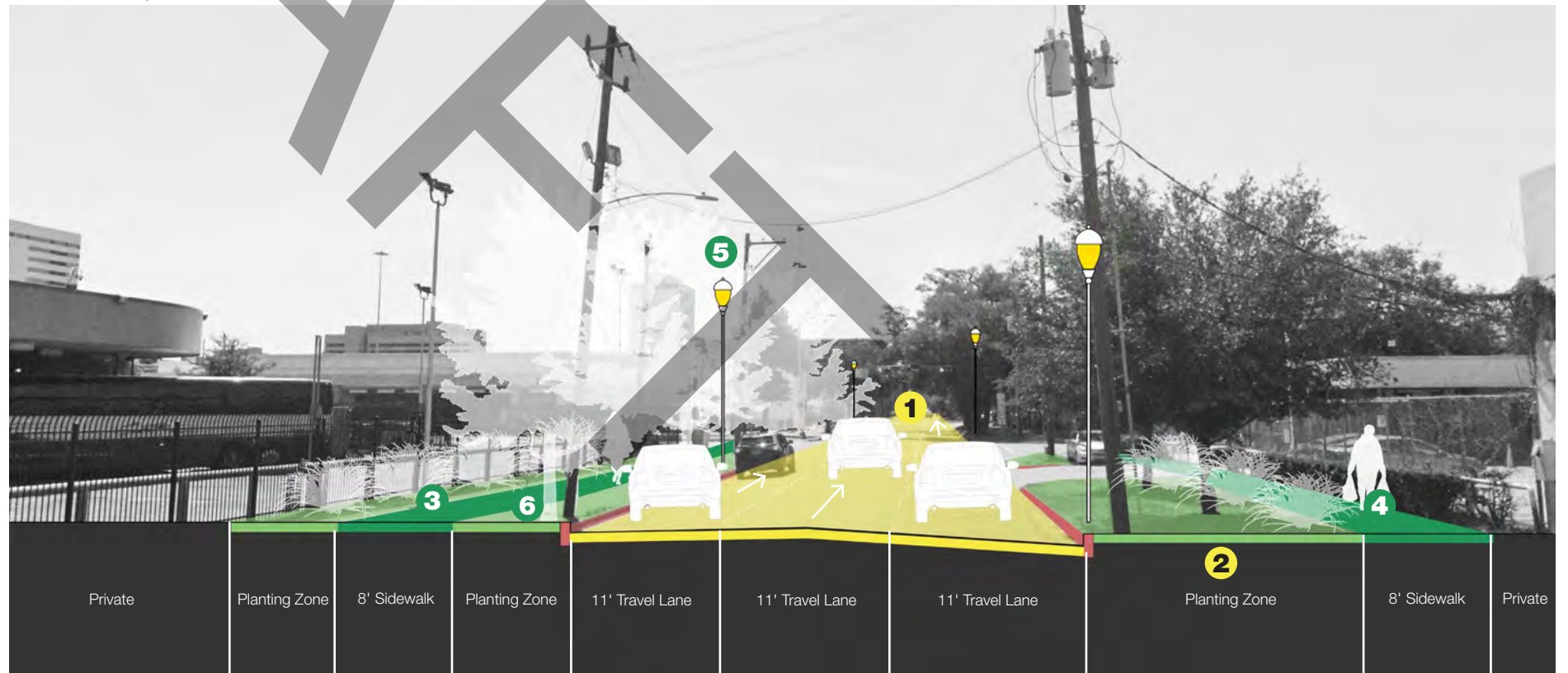


Figure 45 Recommended Street Conditions

WHEELER STREET

- **Proposed Green Connector**
- **Primary Walkable Street**
- **Bus Route**
- Major Collector

There is a small portion of Wheeler Street within Midtown boundary. It is a two way street with 2 travel lanes in each direction. As per the 2018 Midtown Sidewalk Survey, 2 out of the 10 sidewalk segments are in good condition, and the street needs pedestrian improvements. The highlighted part in red, is a cap and stitch proposed by the NHHIP which will improve connections to Midtown. It will improve the pedestrian conditions by adding improved sidewalks and green spaces. The METRO Bus Rapid Transit (BRT) proposed line passing along Wheeler Street will add significant connectivity and opportunities to the region.

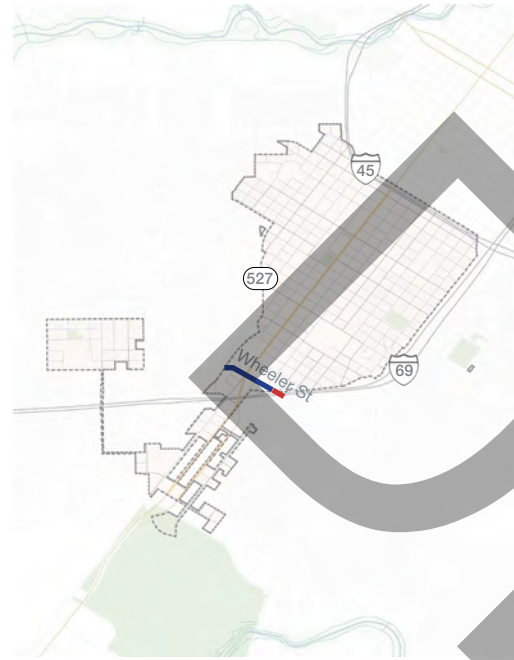


Figure 46 Street Key



Figure 47 Existing Street Conditions

RECOMMENDATIONS

- 1 Clean up and consolidate utility lines.
- 2 Maintain travel lanes with bus routes at 11' width.
- 3 Add a 6'+ wide planting zone.
- 4 Add shade trees, and native and adapted vegetation in the planting zone.
- 5 Add Midtown standard street and pedestrian lighting at 20'-30' interval, evenly between street trees.
- 6 Improve sidewalk quality.

KEY

- Sidewalk
- Planting Zone
- Bike Lane
- Travel Lane
- Curb
- On Street Parking

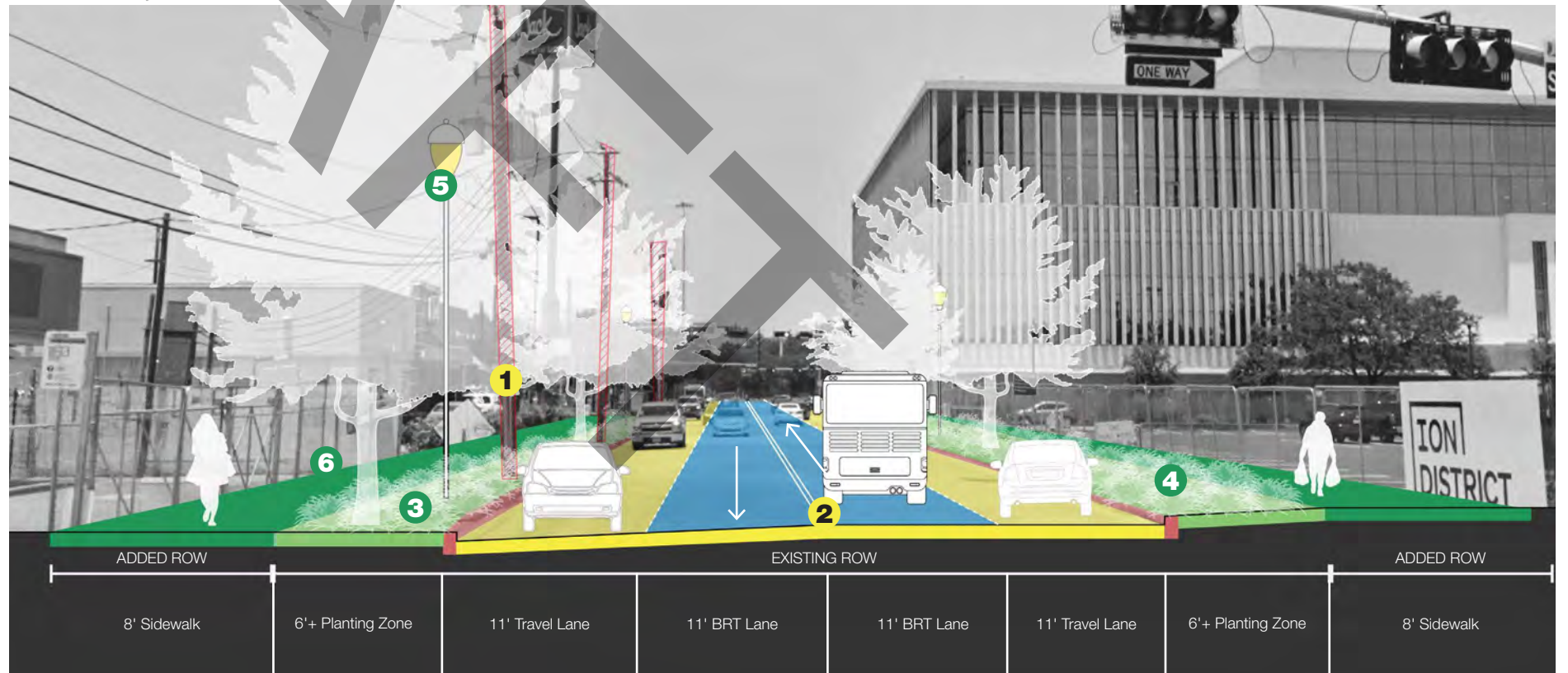


Figure 48 Recommended Street Conditions



3.2

CREATE - PARKS Recommendations

Parks Hierarchy	42
Park Program Elements	43
Parks Priority	45
Park Deficits	46

PARKS HIERARCHY

The chart below is a compilation of hierarchical classifications based on 5 criteria: location of the park within/outside the Midtown TIRZ boundary, number of program elements in the park, ownership of the park, park type, and the size of the park. The key metric is the number of the program elements in the park as it reflects the park deficit area within Midtown. The same park program elements were used to analyze park facilities in the 2011 Parks and Open Space Master

PARK NAME	MIDTOWN BOUNDARY	NUMBER OF PROGRAM	OWNERSHIP	PARK TYPE	AREA IN ACRES
Midtown Park	Inside	8	Midtown Redevelopment Authority	Urban Park	3.03
Elizabeth Baldwin Park	Inside	5	City of Houston	Neighborhood	4.97
Bagby Park	Inside	4	Midtown Redevelopment Authority	Pocket Park	0.62
Cullens Sculpture Garden	Inside	3	City of Houston	Neighborhood Park	1.02
Elizabeth Glover Park	Inside	3	City of Houston	Pocket Park	0.28
Hais Spark Park	Inside	2	Houston Independent School District	Neighborhood Park	2.10
Chenevert Urban Gardens	Inside	1	Private	Pocket Park	0.14
Menil Park	Inside	1	Private	Neighborhood Park	1.56
Peggy's Point Plaza Park	Inside	1	City of Houston	Pocket Park	0.50
Peggy's Point Sports Park	Inside	1	Private	Neighborhood Park	1.32
Plant It Forward	Inside	1	Private	Pocket Park	0.56
San Jacinto Memorial Green	Inside	1	Houston	Neighborhood	2.23
Hermann Park	Outside	10	City of Houston	Community Park	420.59
Treby Park	Outside	7	Downtown Redevelopment Authority	Neighborhood Park	1.02
Emancipation Park	Outside	6	City of Houston	Urban Park	10.87
Peggy Park	Outside	4	City of Houston	Neighborhood Park	2.24
Wiley Park	Outside	4	City of Houston	Pocket Park	0.92
Arabic Immersion Spark Park	Outside	3	Houston Independent School District	Neighborhood Park	1.43
Bell Park	Outside	3	City of Houston	Neighborhood Park	1.15
West Webster Street Park	Outside	3	City of Houston	Neighborhood Park	1.17
Cravens Parkway	Outside	2	Private	Neighborhood Park	7.69
Harmonica Man Park	Outside	2	Private	Neighborhood Park	2.65
Bethel Park	Outside	1	City of Houston	Pocket Park	0.47
Heiner Street Park	Outside	1	City of Houston	Pocket Park	0.18

PARK PROGRAM ELEMENTS

PARKS IN MIDTOWN.

*PARKS WITHIN 1/4 MILE OF MIDTOWN.

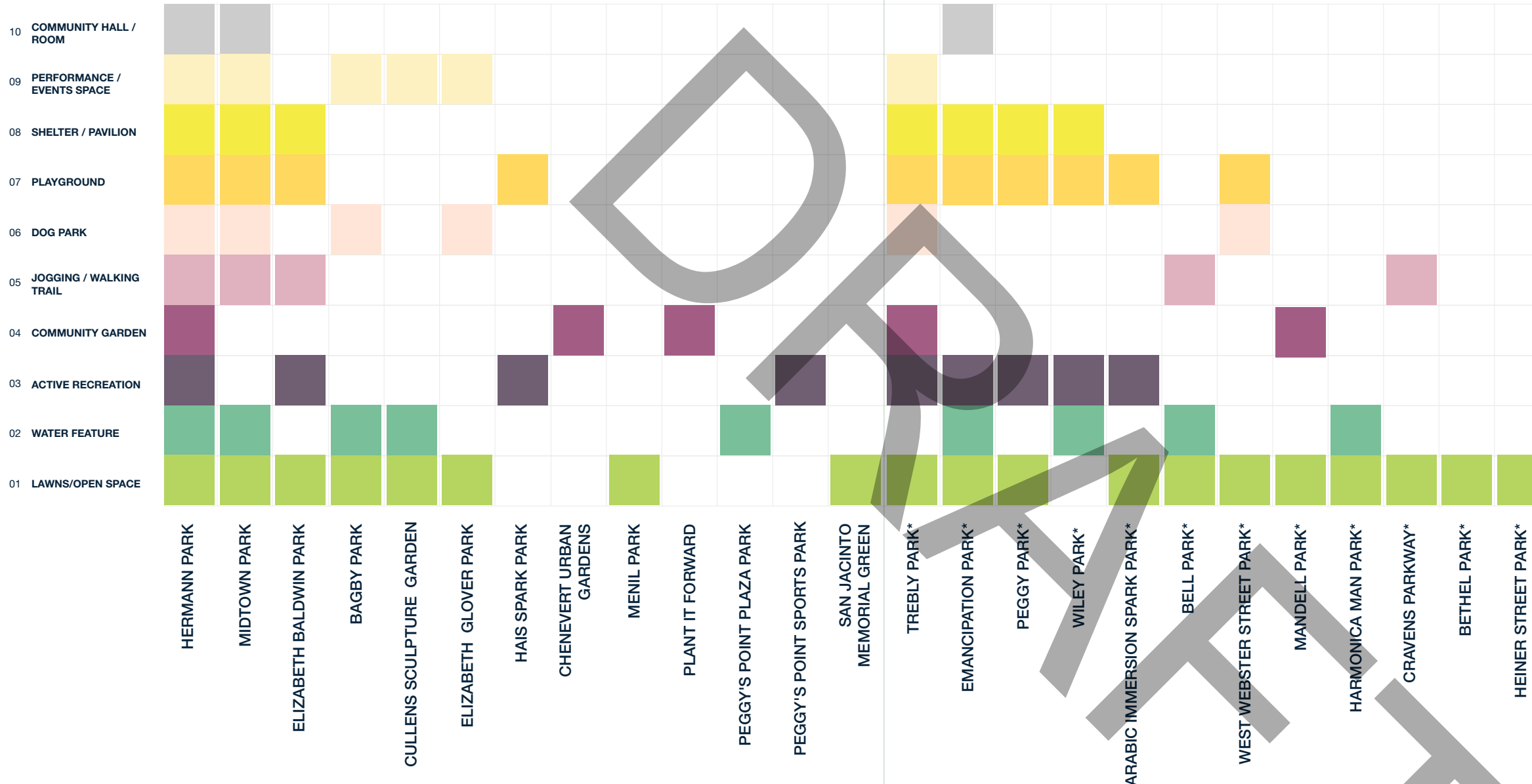


Figure 50 Park Amenities

PROGRAMS



LAWNS/OPEN SPACE



JOGGING/WALKING TRAIL



WATER FEATURE



DOG PARK



COMMUNITY GARDEN



PERFORMANCE/ EVENTS SPACE



ACTIVE RECREATION



SHELTER/PAVILION



PLAYGROUND



COMMUNITY HALL/ ROOM

METRIC

1 ON AVERAGE THERE ARE 3 PROGRAMS PER PARK.

2 7 OUT OF 24 OR 29% OF PARKS CURRENTLY HAVE ONLY 1 PROGRAM.

3 5 OUT OF 24 OR 21% OF PARKS CURRENTLY HAVE MORE THAN 4 PROGRAMS.

4 LAWN/OPEN SPACE IS THE MOST COMMON PROGRAM AT 19/77 TOTAL.

5 COMMUNITY GARDEN IS THE LEAST COMMON PROGRAM AT 3/77 TOTAL.

PARKS HIERARCHY

SUMMARY

This park hierarchy map catalogs the programming elements in the parks. The quantity and type of program elements in the parks varies on the park size, context, etc. This “heat map” show the density of program available within a 1/4 mile (5 minute) walk around the park. In consequence, the map displays areas that are lacking in park program diversity. Programming a park with the right elements can help increase the health and well being of the surrounding residents. Understanding the park deficit areas within Midtown can help to identify the need for potential parks and park program diversification.



MIDTOWN PARK

Out of the 10 measured program elements, Midtown Park has 8 programs that fit a wide variety of users.



MENIL PARK

Out of the 10 measured program elements, Menil Park appears to only have one program element.

KEY

- # Number of programs in the parks < 3
- # Number of programs in the parks > 3 < 5
- # Number of programs in the parks > 5
- # Number of programs in the parks outside Midtown
- No programs
- 1 program
- 2 programs
- 3 programs
- 4 programs
- 5 programs
- 6 programs
- 7 programs
- 8 programs
- 9 programs
- 10 programs

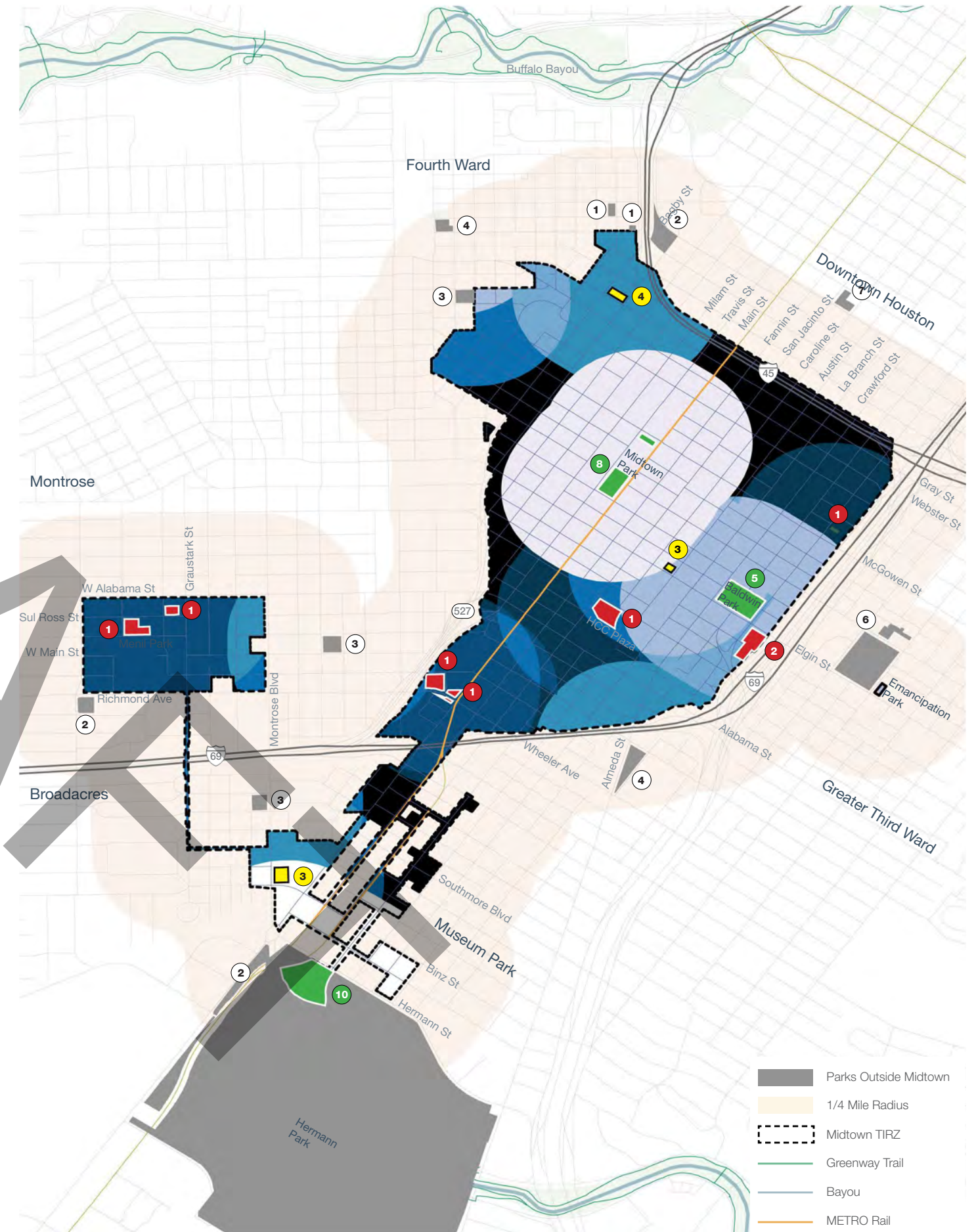


Figure 51 Park Hierarchy

PARKS PRIORITY

SUMMARY

Six priority park deficit zones are identified in this map. These are the areas in Midtown where there are no parks within a 1/4 walk and/or the parks that are within 1/4 mile walk collectively offer less than three program elements to users. The deficit zones have been shaped to conform to street boundaries to better define them. In addition to the deficit zones, this map also overlays the priority streets defined in this document. Recommendations to address park deficits should take into consideration how this might be accomplished in conjunction with the recommendations for the streetscape improvements. The following pages detail out the six deficit areas and suggest potential recommendations on adding additional park space or program elements.



PARK DEFICIT A | GAZEBO ON A UNDERUTILIZED PARCEL



PARK DEFICIT B | CHENEVERT URBAN GARDENS



PARK DEFICIT C | LULAC COUNCIL 60



PARK DEFICIT D | SAN JACINTO MEMORIAL GREEN



PARK DEFICIT E | PEGGY POINT PLAZA PARK



PARK DEFICIT F | MENIL PARK

DRAFT

KEY

- Park Deficit A
- Park Deficit B
- Park Deficit C
- Park Deficit D
- Park Deficit E
- Park Deficit F
- Non Park Deficit within Midtown
- Priority Streets

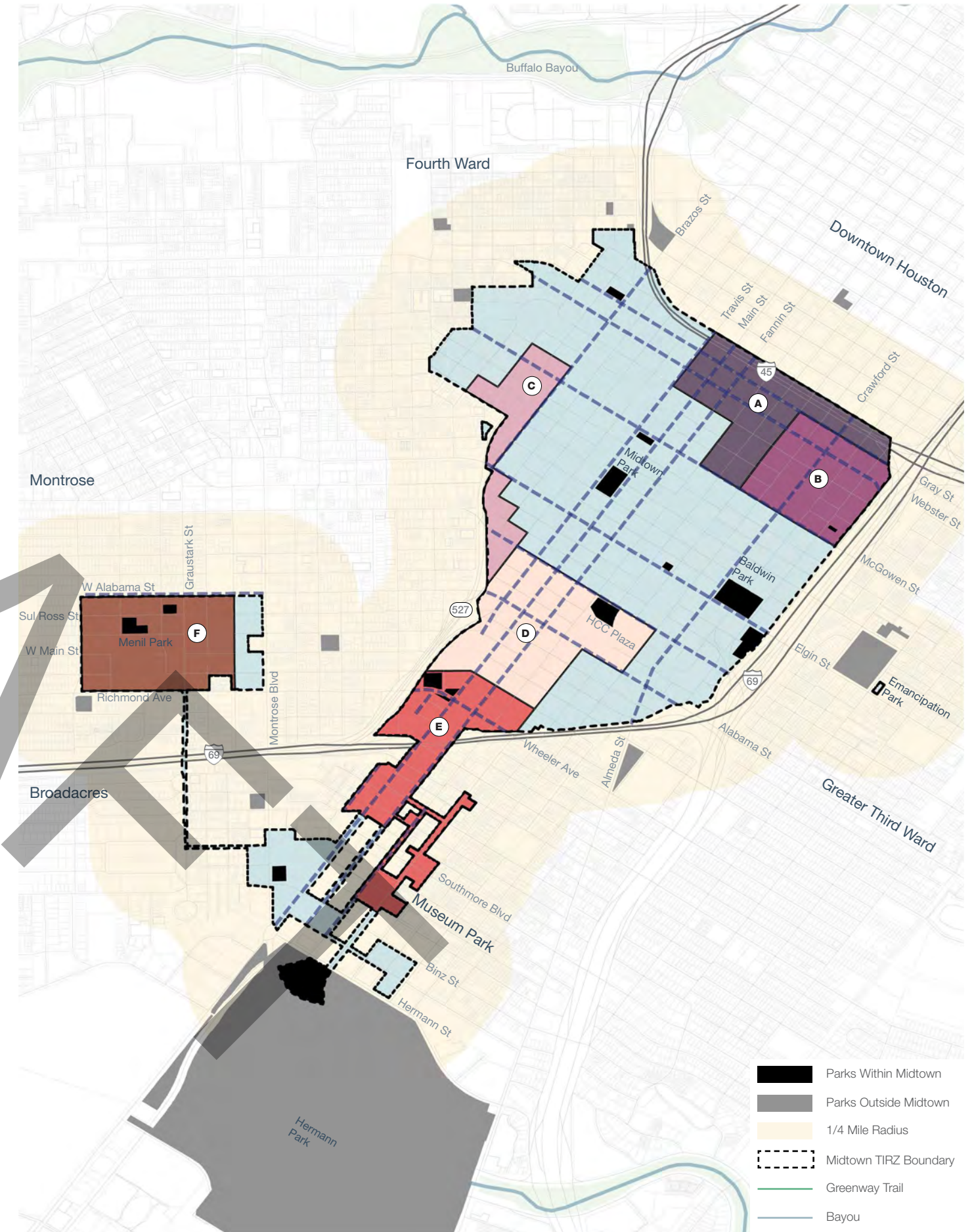


Figure 52 Park Priority: Park Deficit Areas

PARK DEFICIT A

Park Deficit A is located in the north Midtown and east of the Main Street, along I-45/Pierce Elevated. It is devoid of any parks. According to the Midtown Parks and Public Space - Values and Vision Survey, the deficit area is perceived least safe in Midtown.

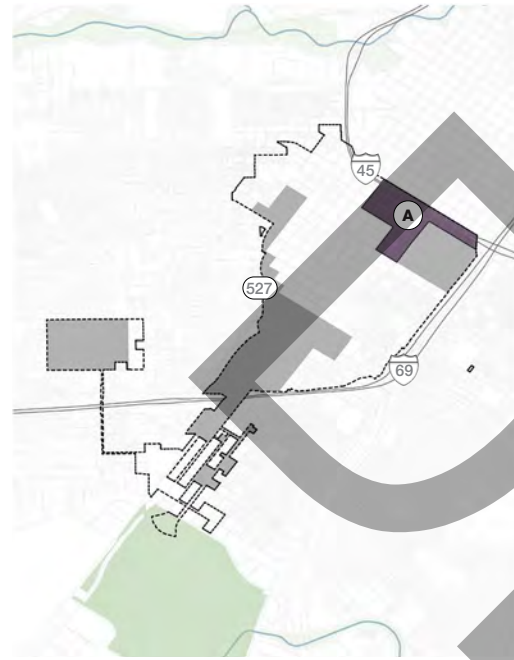


Figure 54 Key Plan



Figure 53 Park Deficit 'A'

STRATEGIES

- 1 Potential long term park opportunity: parcels of Pierce Elevated.
- 2 Design priority streetscapes with added green and linear park spaces.
- 3 Utilize vacant/undeveloped lands to add park space and programming. This could include working with a private development to include publicly accessible private park space.

KEY

- NHHIP Stitch
- Park Deficit Area
- Existing Parks (within the deficit)
- Existing Parks (outside the deficit)
- Potential Park Programming Opportunity
- Priority Streets
- Land use
- Undeveloped
- Unknown

PARK DEFICIT A

GRAY STREET LINEAR PARK

SUMMARY

In the near future, Gray Street has potential to attract future development due to TxDOT's NHHIP impact on Pierce Elevated. As proposed within the create - streets chapter, Gray Street could incorporate linear parks creating moments of pause along the street. Street activation is at the core of creating vibrant urban spaces that attract the surrounding community. Some of the programs could include a community garden, active recreational spaces, or a jogging trail. There are other cities such as the Monon trail in Carmel, Indiana that have already implemented such strategies within their public spaces and have served them net positive results. The community garden could act as a native habitat for butterflies and bees. There have been projects around the world that implement "skate dots", small scale integrated skateboarding moments along the streetscape such as rails, and small ramps.

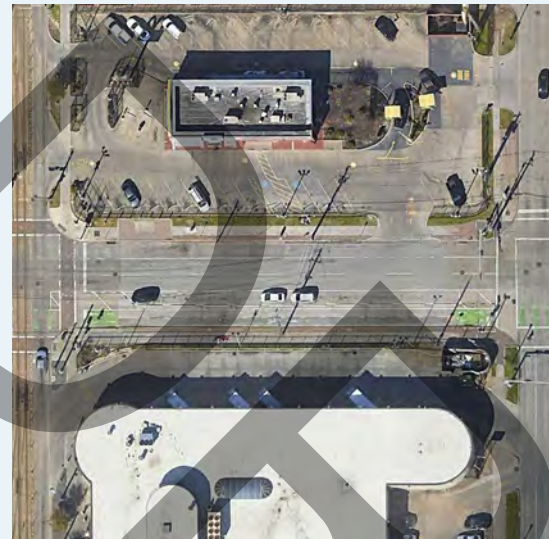


Figure 55 Existing Conditions

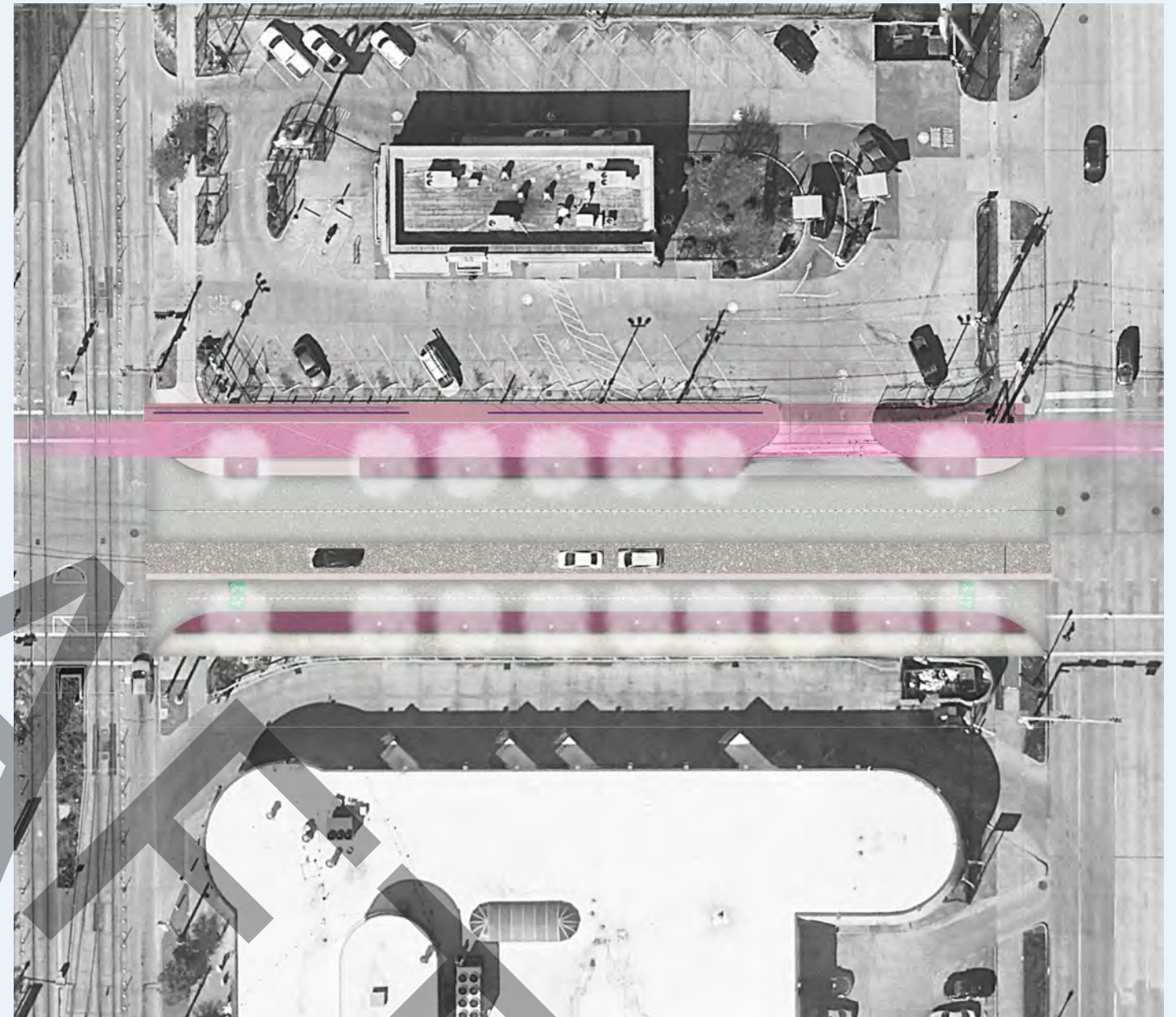


Figure 56 Proposed Conditions

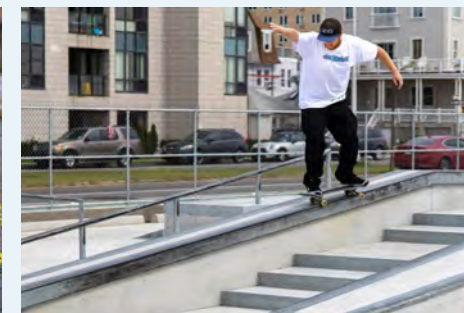
PARK PROGRAM

	CURRENTLY	PROPOSED
10		
09		
08		
07		
06		
05		
04		
03		JOGGING/WALKING TRAIL
02		ACTIVE RECREATION
01		COMMUNITY GARDEN

COMMUNITY GARDEN **ACTIVE RECREATION** **JOGGING/WALKING TRAIL**



Pollinator Garden in Indianapolis Cultural Trail - Indianapolis, IN



Rockaway Beach Skatepark - Far Rockaway, NY



Indianapolis Cultural Trail - Indianapolis, IN

PARK DEFICIT A

PIERCE ELEVATED

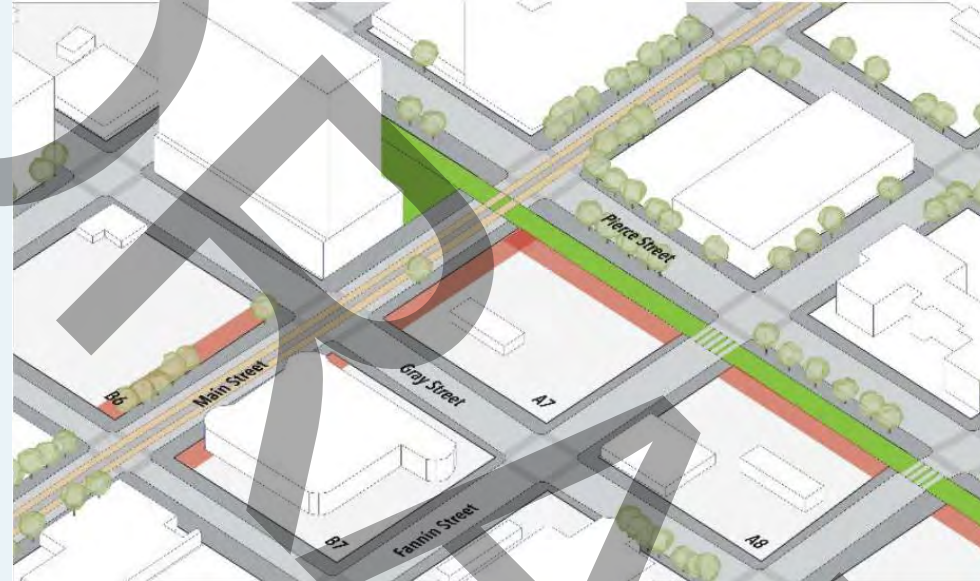
SUMMARY

Since the inception of TxDOT's NHHIP Cap and Stitch, Midtown is exploring different alternative plans for Pierce Elevated.

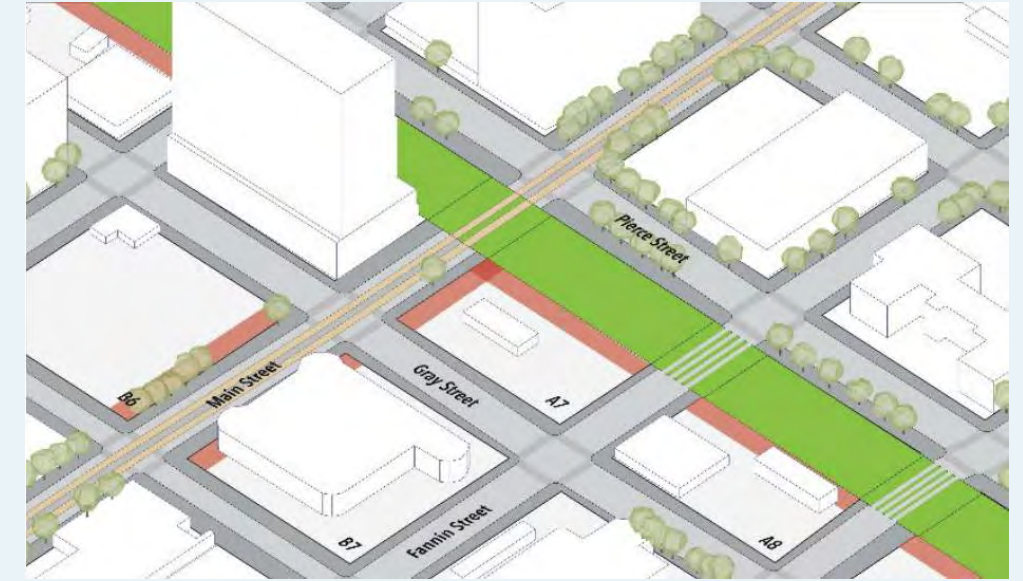
PIERCE ELEVATED STRUCTURE REMOVED



Prioritize improvements on the intersection of Gray and Main Street.



Prioritize improvements on Main Street with minor green streets improvements on Pierce as the primary retail street.



Prioritize improvements Main Street with major green street improvements on Pierce as the primary retail street.

PIERCE ELEVATED STRUCTURE REMAINS



Develop only half the width of Pierce Elevated as a narrow elevated park.



Develop entire width of Piece Elevated as an urban park all the way up to Austin St.



Develop a mix of wide and narrow areas of the Pierce Elevated, freeing up ROW for additional development on certain blocks.

PARK DEFICIT B

Park Deficit B is located in the north east part of Midtown, adjacent to I-45 and I-69 /Highway 288. Chenevert Urban Gardens, a community garden, is the only park located within the area. It is devoid of a neighborhood park and park programming.

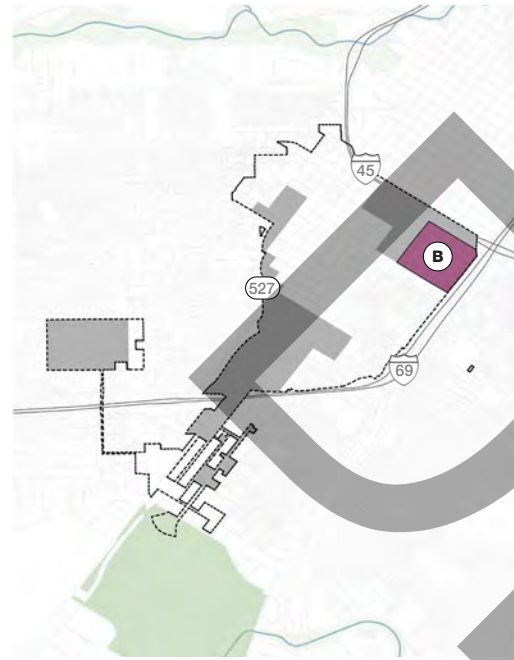


Figure 58 Key Plan

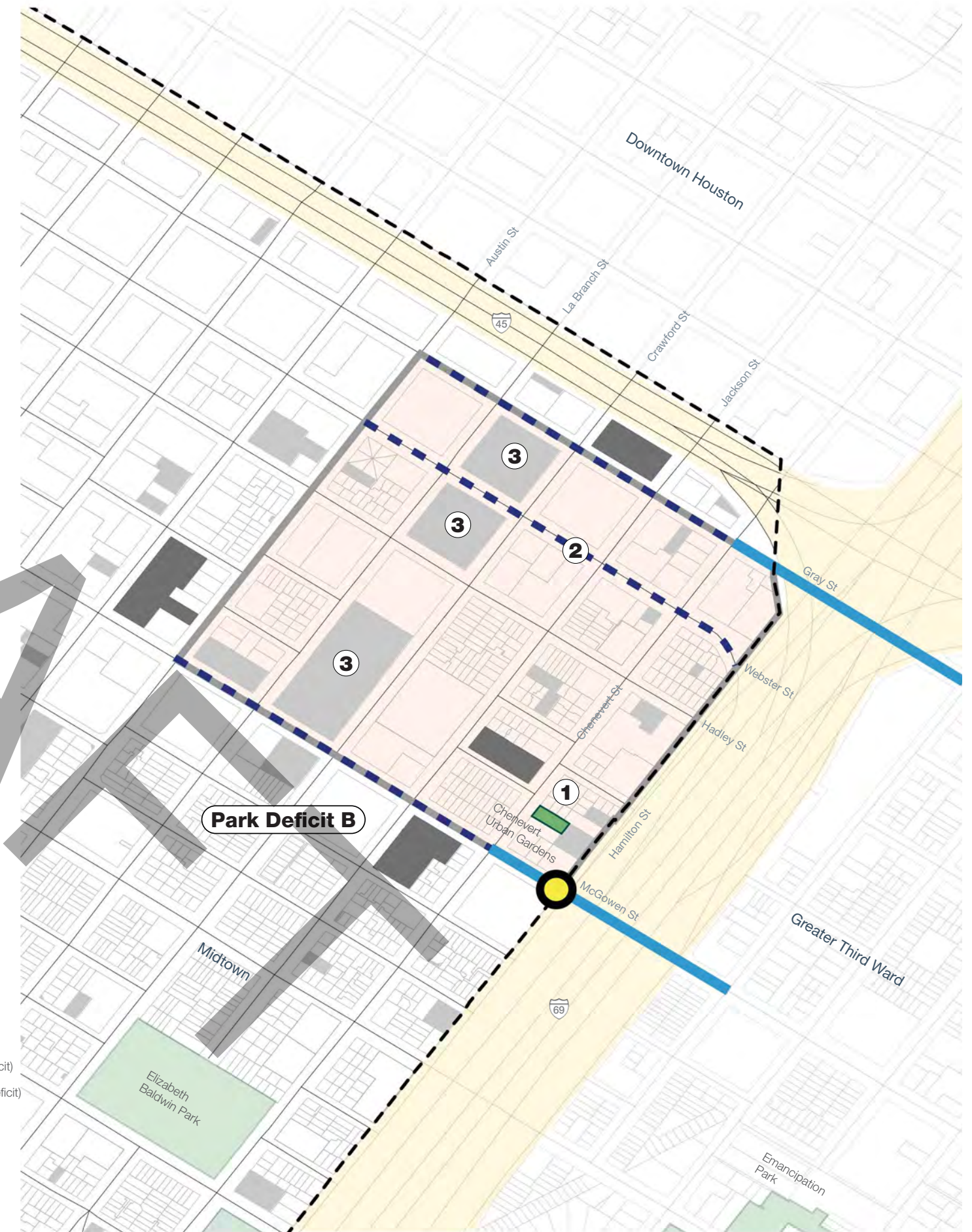


Figure 57 Park Deficit 'B'

STRATEGIES

- 1 Improve and add park programming to Chenevert Urban Gardens.
- 2 Design priority streetscapes with added green and linear park spaces.
- 3 Utilize vacant/undeveloped lands to add park space and programming. This could include working with a private development to include publicly accessible private park space.

KEY

- NHHIP Stitch
- Park Deficit Area
- Existing Parks (within the deficit)
- Existing Parks (outside the deficit)
- Priority Streets
- Existing Entry Portal
- Land use
- Undeveloped
- Unknown

PARK DEFICIT B

CHENEVERT URBAN GARDENS

SUMMARY

A way to introduce diverse park programs into a park deficit area would be to add 'context appropriate' park programs to existing parks or public spaces. The Chenevert Urban Gardens is one such example. Currently, the space serves as community garden where nearby residents can rent a garden planter annually to grow fruits and vegetables. It only has one park program - community garden but could include upto three more in the upcoming years with design and partnership help. Added programs could include: nature play, a shelter/pavilion, and a water feature. This project would be a public-private partnership, similar to the private use agreement for public access in the case of the Ion and Midtown.



Figure 59 Existing Conditions

PARK PROGRAM

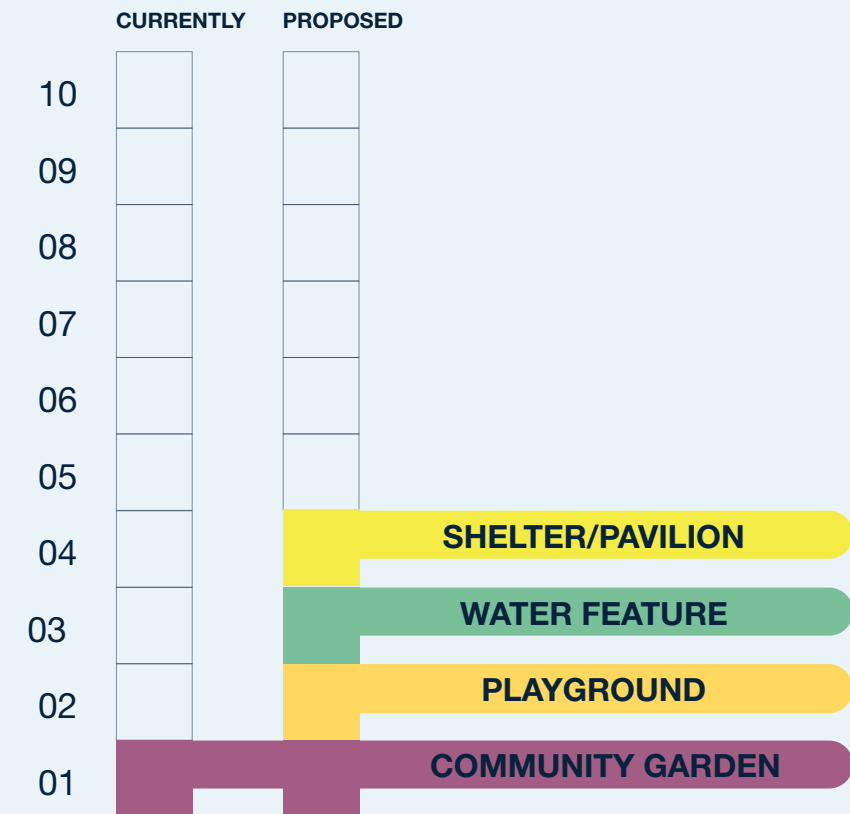


Figure 60 Proposed Conditions

SHELTER/PAVILION

WATER FEATURE

PLAYGROUND



Viaduct Rail Park by Hood Design - Philadelphia, PA



Stock Tank water garden at Lady Bird Johnson Wildflower Center - Austin, TX



Cow Hollow School Natural Play scape by Surface Design - San Francisco, CA

PARK DEFICIT C

Park Deficit C is located in the western part of Midtown, adjacent to Spur 527. It is devoid of any parks, but has two existing entry portals which can be developed as potential public space. Additionally, the LULAC Council 60 is prominent community space.

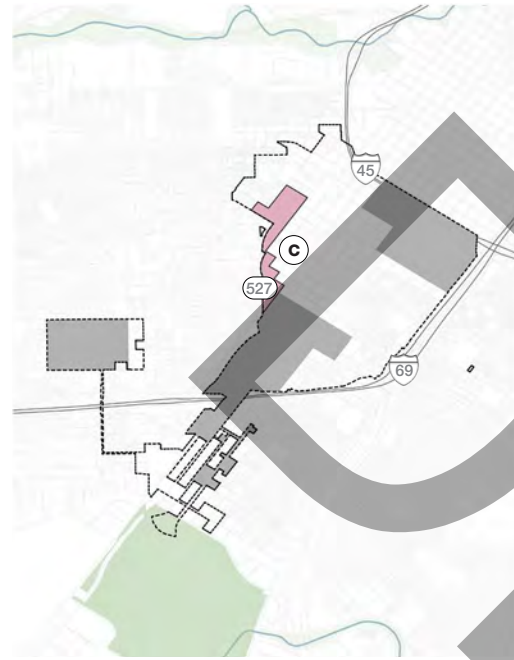


Figure 62 Key Plan

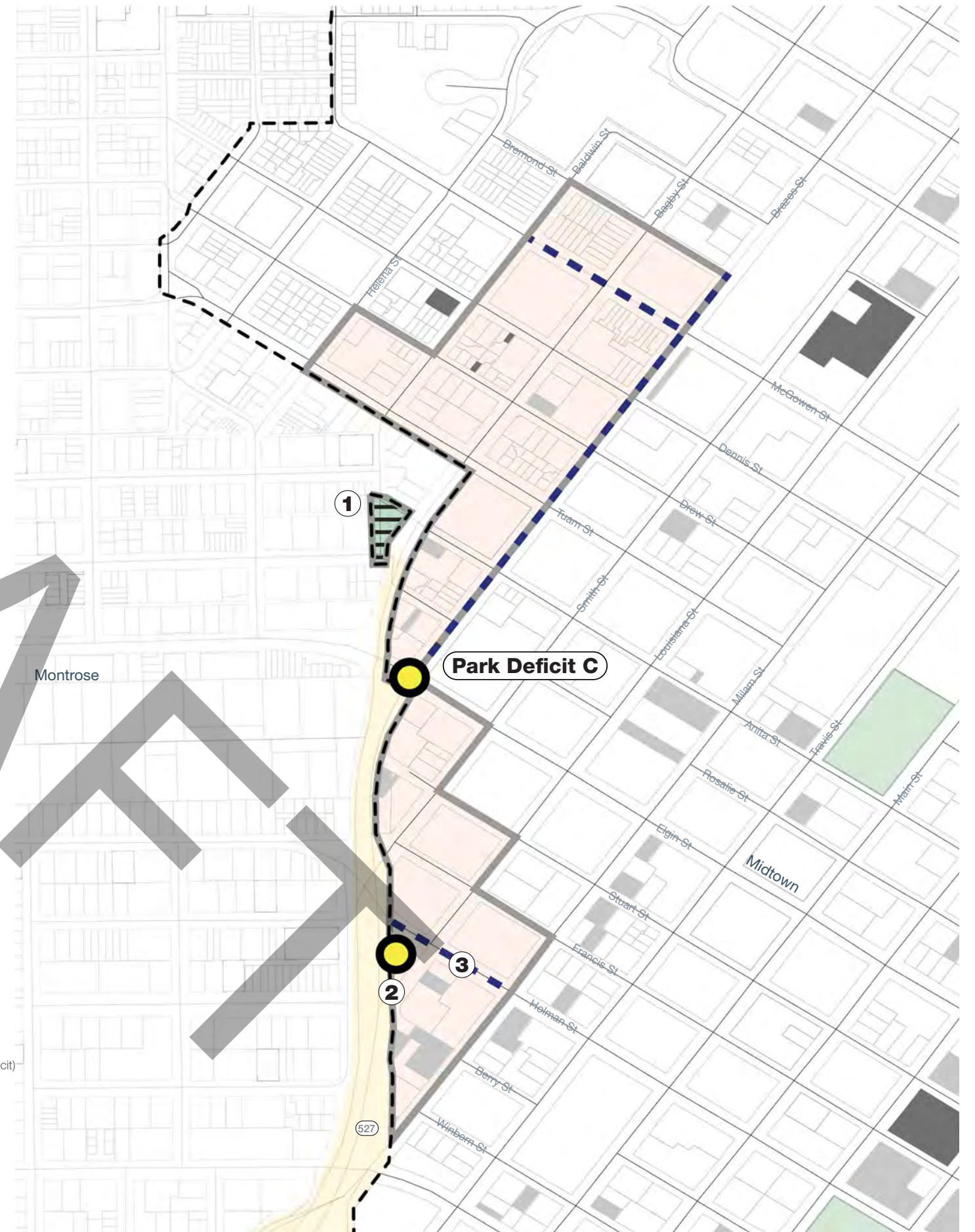


Figure 61 Park Deficit 'C'

STRATEGIES

- 1 Partner with LULAC Council 60 as a potential Community hall for the area.
- 2 Improve the existing entry portal at Holman Street and Louisiana Street with added park space and programming.
- 3 Design priority streetscapes with added green and linear park spaces.

KEY

- Park Deficit Area
- Existing Parks (outside the deficit)
- Potential Park Programming Opportunity
- Priority Streets
- Existing Entry Portal
- Land use
- Undeveloped
- Unknown

PARK DEFICIT C

EXISTING ENTRY PORTAL - SPUR 527/ LOUISIANA STREET AND HOLMAN STREET

SUMMARY

Given its size and location, this entry portal has the potential to become a pocket park. At present, it serves as wayfinding and branding opportunity. Based on the scale of the space and its proximity to a highway ramp, possible program additions might include a dog park, shelter/pavilion, and active recreation in the form of adult fitness equipment.



Figure 63 Existing Conditions

PARK PROGRAMS

	EXISTING	PROPOSED
10		
09		
08		
07		
06		
05		
04		
03		ACTIVE RECREATION
02		DOG PARK
01		SHELTER/PAVILION



Figure 64 Proposed Conditions

SHELTER/PAVILION

DOG PARK

ACTIVE RECREATION



The Casitas by Ten Arquitectos - New York City, NY



Levy Park by OJB - Houston, TX



Elevate Fitness Course Ashburn, VA

DRAFT

DRAFT

PARK DEFICIT D

Park Deficit D is located in the west part of Midtown, adjacent to Spur 527. Houston Community College's San Jacinto Memorial Green is the prominent public space in the area.

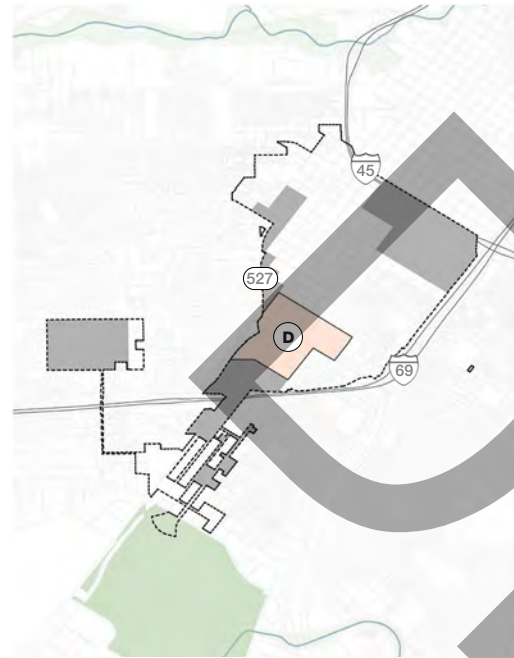


Figure 68 Key Plan

STRATEGIES

- 1 Partner with HCC to improve San Jacinto Memorial Green with added park programming.
- 2 Design priority streetscapes with added green and linear park spaces.
- 3 Partner and work with institution and museums to add park programming.
- 4 Utilize vacant/undeveloped lands to add parks within the area. This could include working with a private development to include publicly accessible private park space.

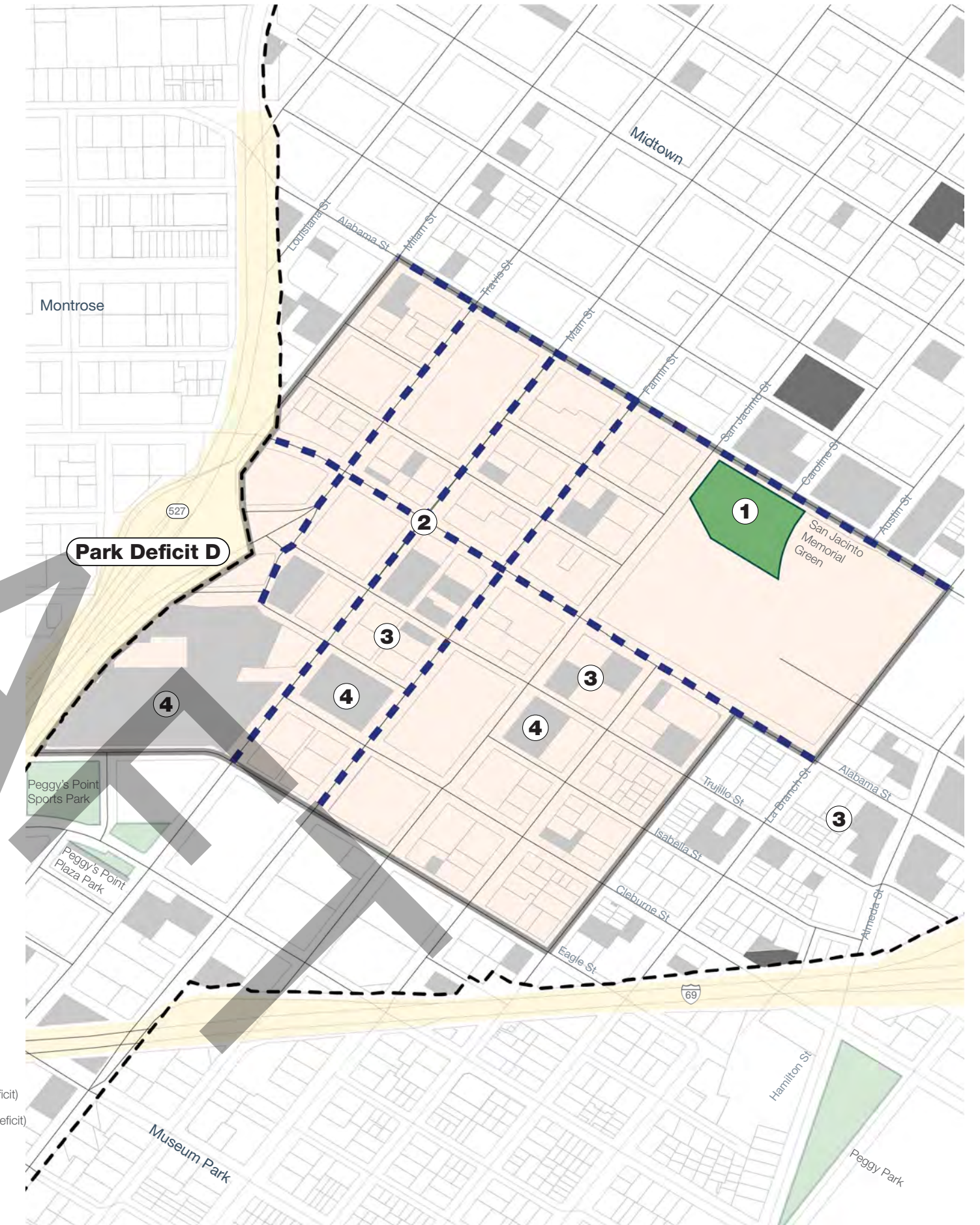


Figure 67 Park Deficit 'D'

KEY

- Park Deficit Area
- Existing Parks (within the deficit)
- Existing Parks (outside the deficit)
- Priority Streets
- Land use
- Undeveloped
- Unknown

PARK DEFICIT D

SAN JACINTO MEMORIAL GREEN

SUMMARY

San Jacinto Memorial Green is privately owned publicly accessible space by Houston Community College. The plaza currently serves as lawn with seating around. The plaza geometries follow most classical college campus design strategies with formal alleys leading towards important building entrances. Although this plaza is privately owned, Midtown Redevelopment Authority could partner with HCC, much like the public use agreement with The Ion, to incorporate more park programs alongside the San Jacinto Street. The programs could include a shelter/pavilion for outdoor classrooms, study spaces, and a garden for the community to learn about native plants.

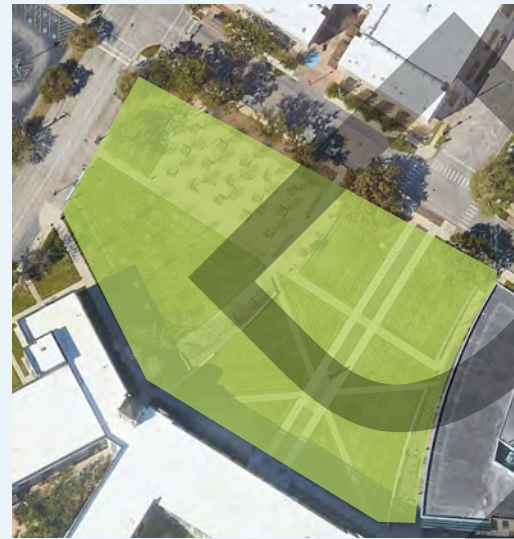


Figure 69 Existing Conditions

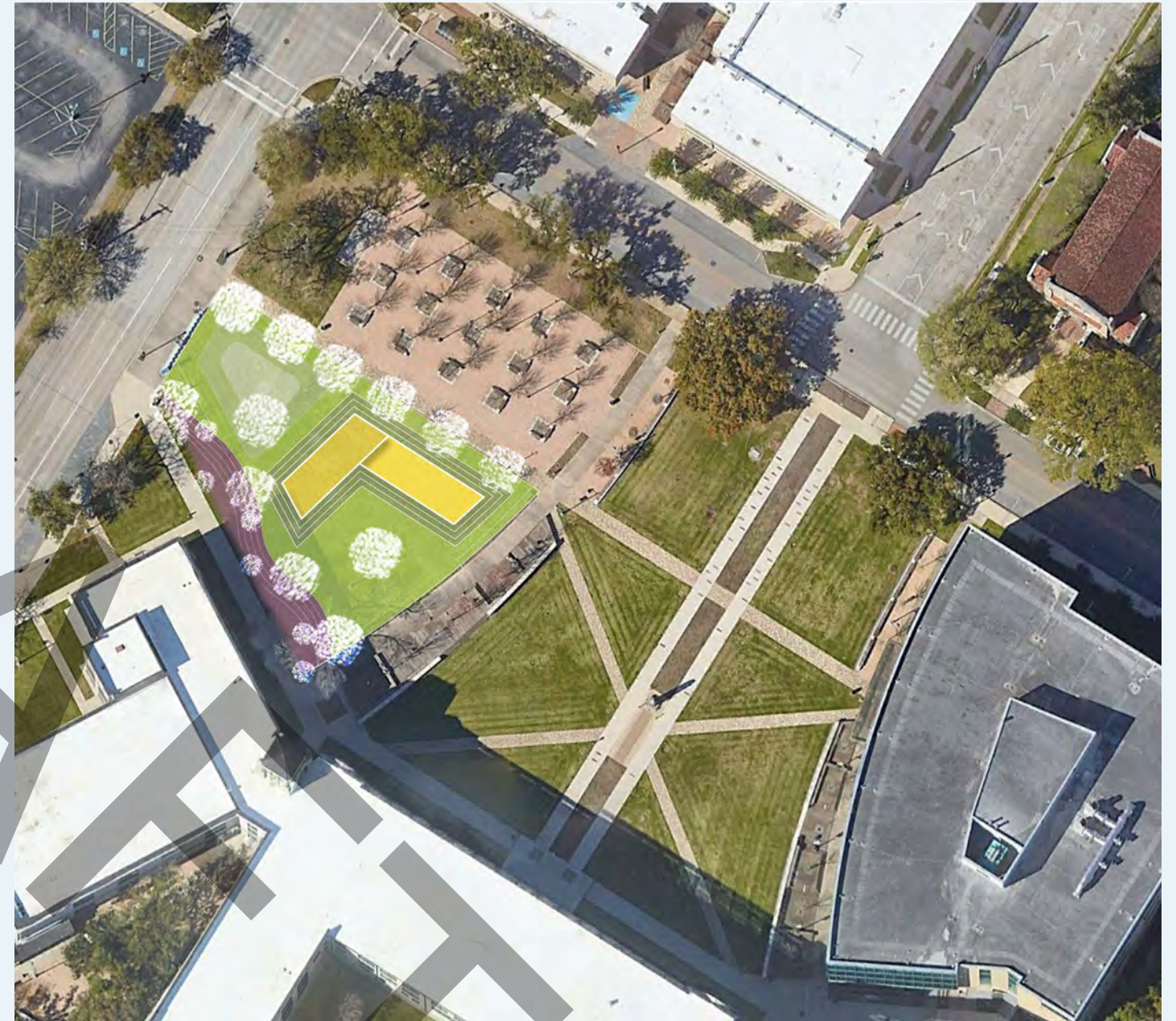
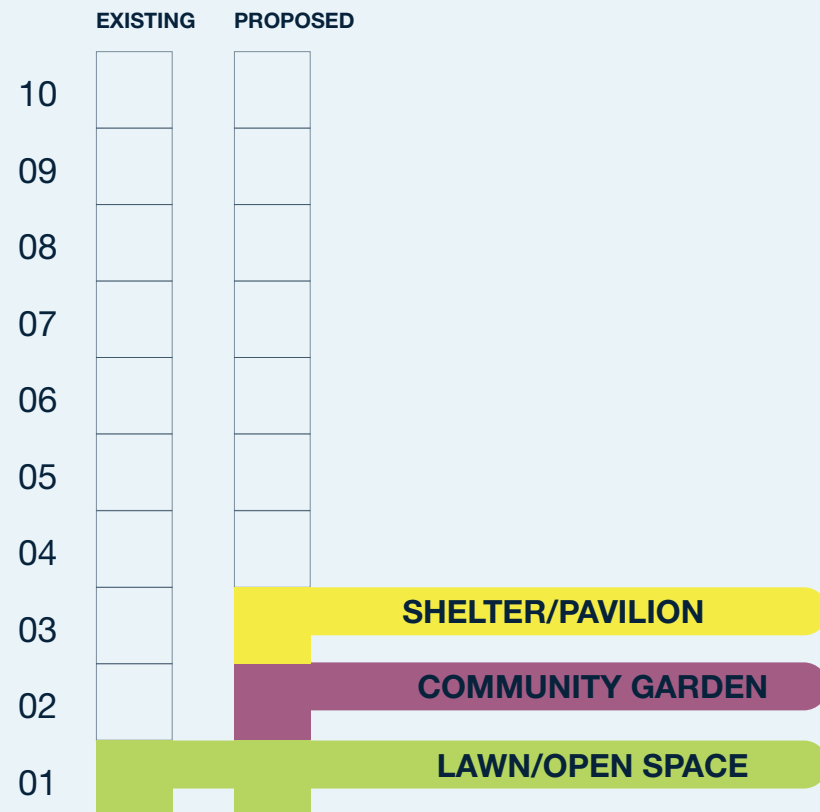


Figure 70 Proposed Conditions

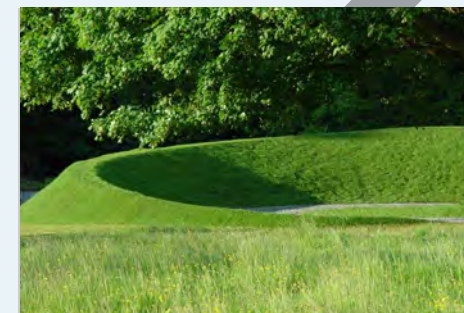
PARK PROGRAMS



LAWN/OPEN SPACE

COMMUNITY GARDEN

SHELTER/PAVILION



Limelight - Meyer Studio Land Architects



Mandell Park Prairie Garden - Houston, TX



HBS Schwartz Pavilion - REID architecture PLLC

PARK DEFICIT E

Park Deficit E is located in the south part of Midtown, adjacent to Spur 527 and on both the sides of I-69. The deficit area is part of the Museum Park area and has numerous museums. Peggy's Point Plaza Park and Peggy's Point Sports Park can help improve the park quality of this segment. The METRO Bus Rapid Transit (BRT) proposed line passing along Wheeler Street will add significant connectivity and opportunities to the region.

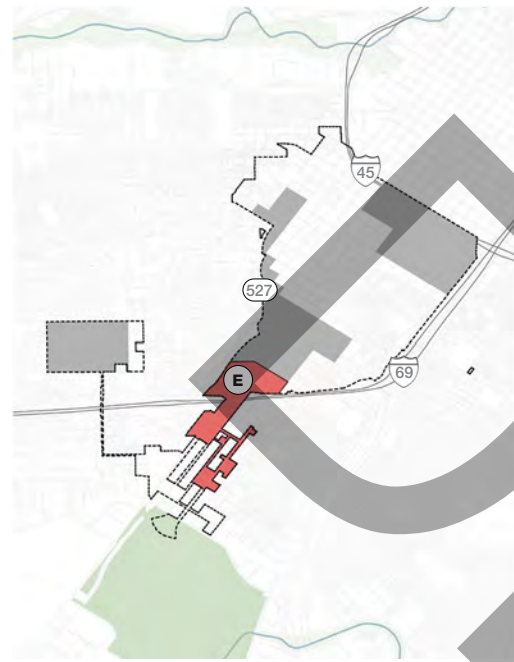


Figure 72 Key Plan

STRATEGIES

- 1 Potential long term park opportunity with Ion District's future development.
- 2 Partner and work with institution and museums to add park programming.
- 3 Potential long term park opportunity: Cap @ Main Street and Caroline/Wheeler Street.
- 4 Design priority streetscapes with added green and linear park spaces.
- 5 Utilize vacant/undeveloped lands to add park space and programming. This could include working with a private development to include publicly accessible private park space.

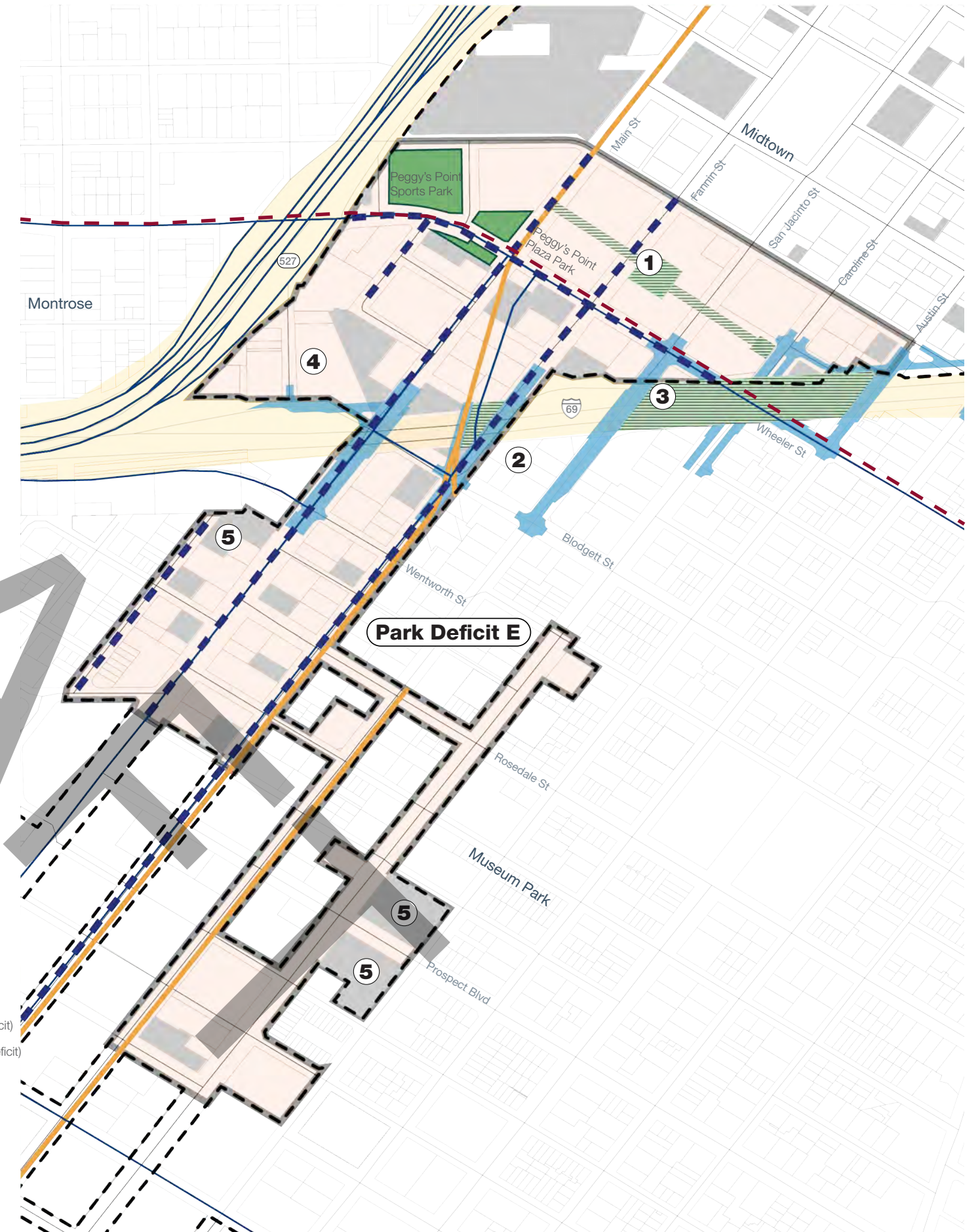


Figure 71 Park Deficit 'E'

KEY

- NHHIP Stitch
- Park Deficit Area
- Existing Parks (within the deficit)
- Existing Parks (outside the deficit)
- Potential Park Programming Opportunity
- Priority Streets
- Land use
- Undeveloped
- Unknown
- METRO BRT proposed segments

PARK DEFICIT E

ION DISTRICT MASTER PLAN

SUMMARY

The Ion District Master Plan, being developed by Rice University, includes a substantial amount of open space, at the center of which is a Civic Plaza. A shared use agreement will provide public access to these spaces, and this will help improve the park deficit in this area of Midtown. Renderings for the Civic Plaza show a water feature, pavilion, and seating areas. Midtown could collaborate with Rice to ensure that the program element diversity in the Ion District provides a range of different types of activities and uses for all visitors. Possible park program could include a water feature, shelter/pavilion and performance/events space.



Figure 74 Existing Conditions



Figure 75 Ion District Master Plan

PARK PROGRAMS

	CURRENTLY (ION PLAZA)	PROPOSED
10		
09		
08		
07		
06		
05		
04		
03		WATER FEATURE
02		PERFORMANCE/EVENT SPACE
01		LAWN/OPEN SPACE

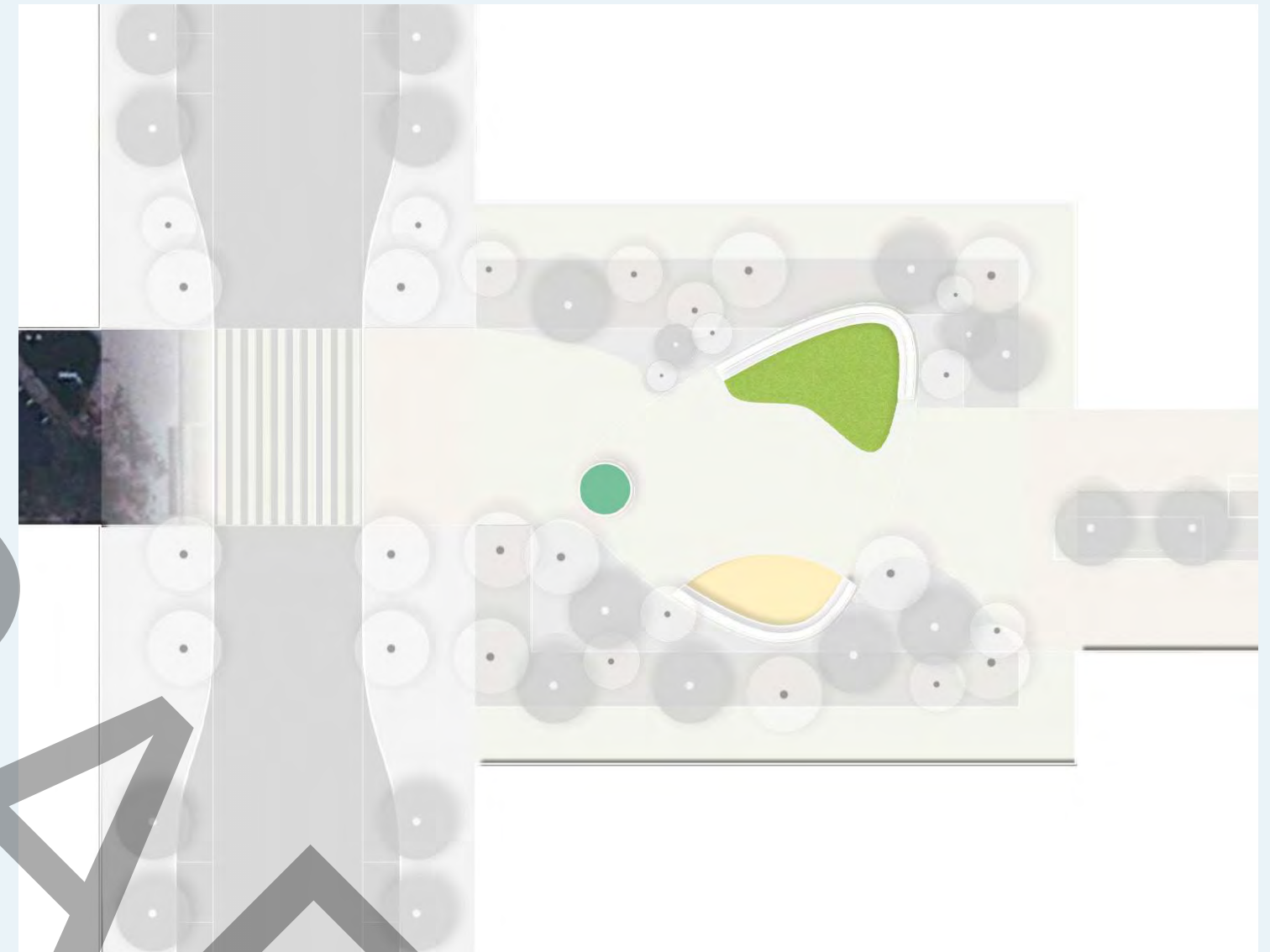


Figure 73 Proposed conditions for the Civic Plaza at the The Ion District

WATER FEATURE **PERFORMANCE/EVENT SPACE** **LAWN/OPEN SPACE**



City Creek Center - Salt Lake Center



Wetmore Theatre Plaza - Nakano Associates - Everett, WA



Discovery Green - Houston, TX

PARK DEFICIT F

Park Deficit F is located in the western portion of Midtown. The Menil Foundation and the Menil Park are prominent public spaces. It additionally has a community garden: Plant it Forward. The METRO Bus Rapid Transit (BRT) proposed line passing along Richmond Avenue will add significant connectivity and opportunities to the region.

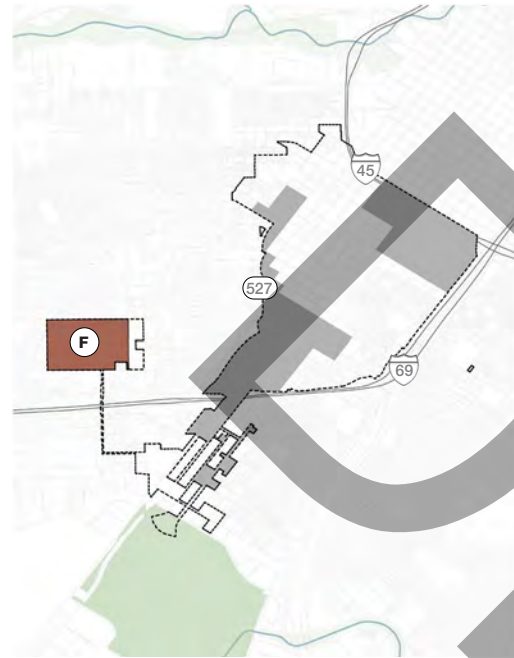


Figure 77 Key Plan

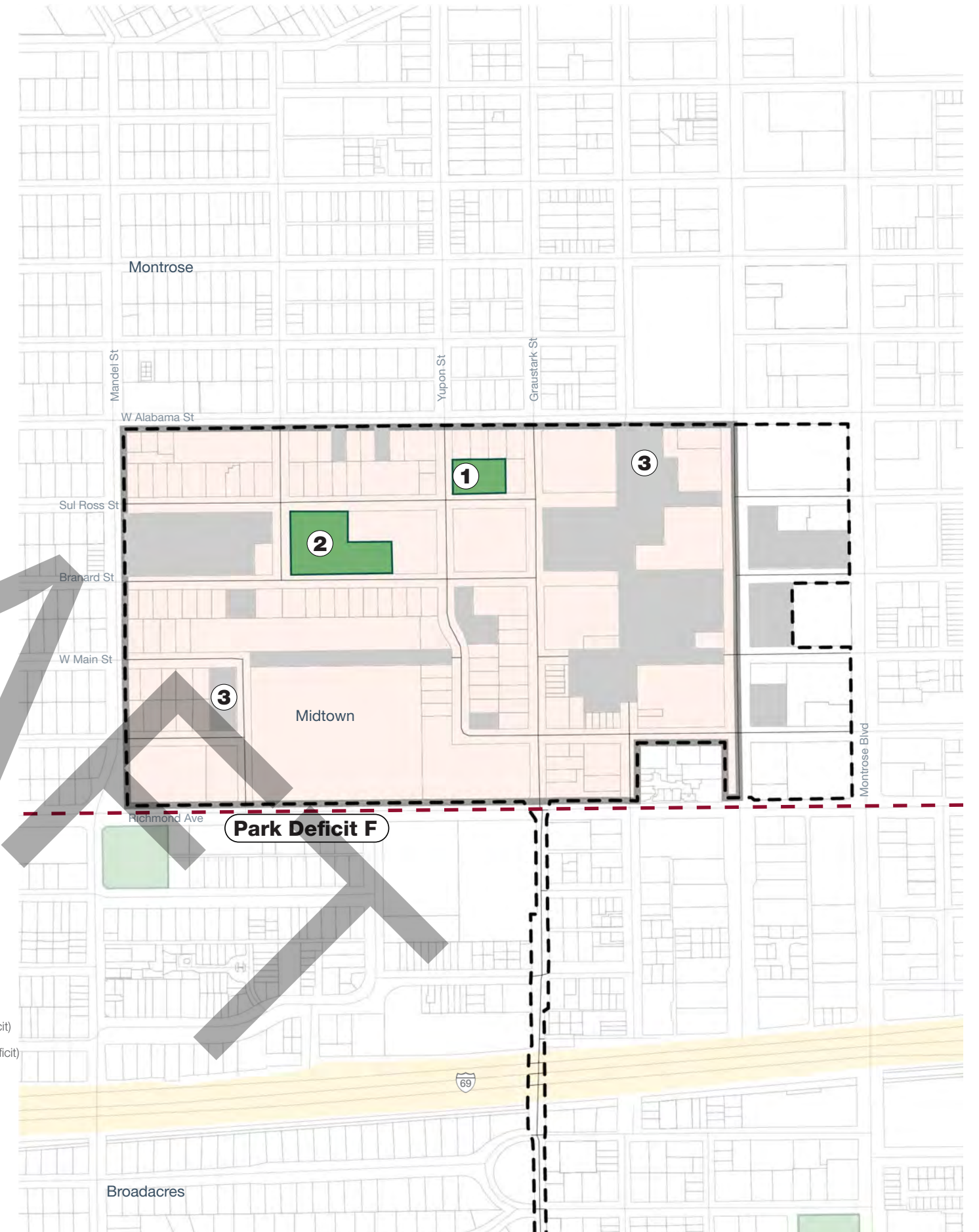


Figure 76 Park Deficit 'F'

STRATEGIES

- 1 Improve and add park programming to Menil Park and Plant it Forward.
- 2 Partner and work with Menil Foundation to add more park space and programming.
- 3 Utilize vacant/undeveloped lands to add park space and programming. This could include working with a private development to include publicly accessible private park space.

KEY

- Park Deficit Area
- Existing Parks (within the deficit)
- Existing Parks (outside the deficit)
- Potential Park Programming Opportunity
- Priority Streets
- Land use
- Undeveloped
- Unknown
- METRO BRT proposed segments

PARK DEFICIT F

PLANT IT FORWARD

SUMMARY

The neighborhood has a community garden - Plant it Forward, that Midtown could help with installing quality plant beds, as well as other maintenance items needed by the surrounding community. The area has access to a community garden nearby - Mandell Park which can collaborate with the Plant It Forward organization as well. To help fill in the program deficit, the community gardens could include shipping containers as shelter/pavilion, a nature play garden, and updated planters with automatic irrigation.



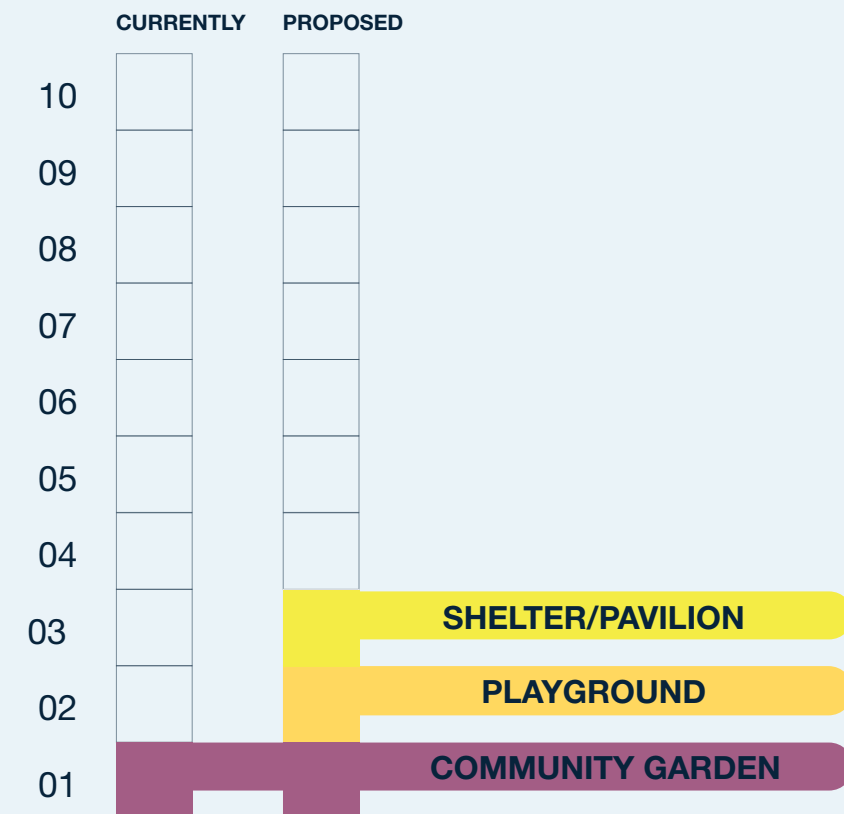
Figure 78 Existing Conditions



Figure 79 Proposed Conditions

Proposed Conditions

PARK PROGRAM



COMMUNITY GARDEN SHELTER/PAVILION PLAYGROUND



Community Gardens in Levy Park - Houston, TX



The Yard at Mission Rock by YDI - San Francisco, CA



Barbara Fish Daniels Nature Play Center - Houston, TX



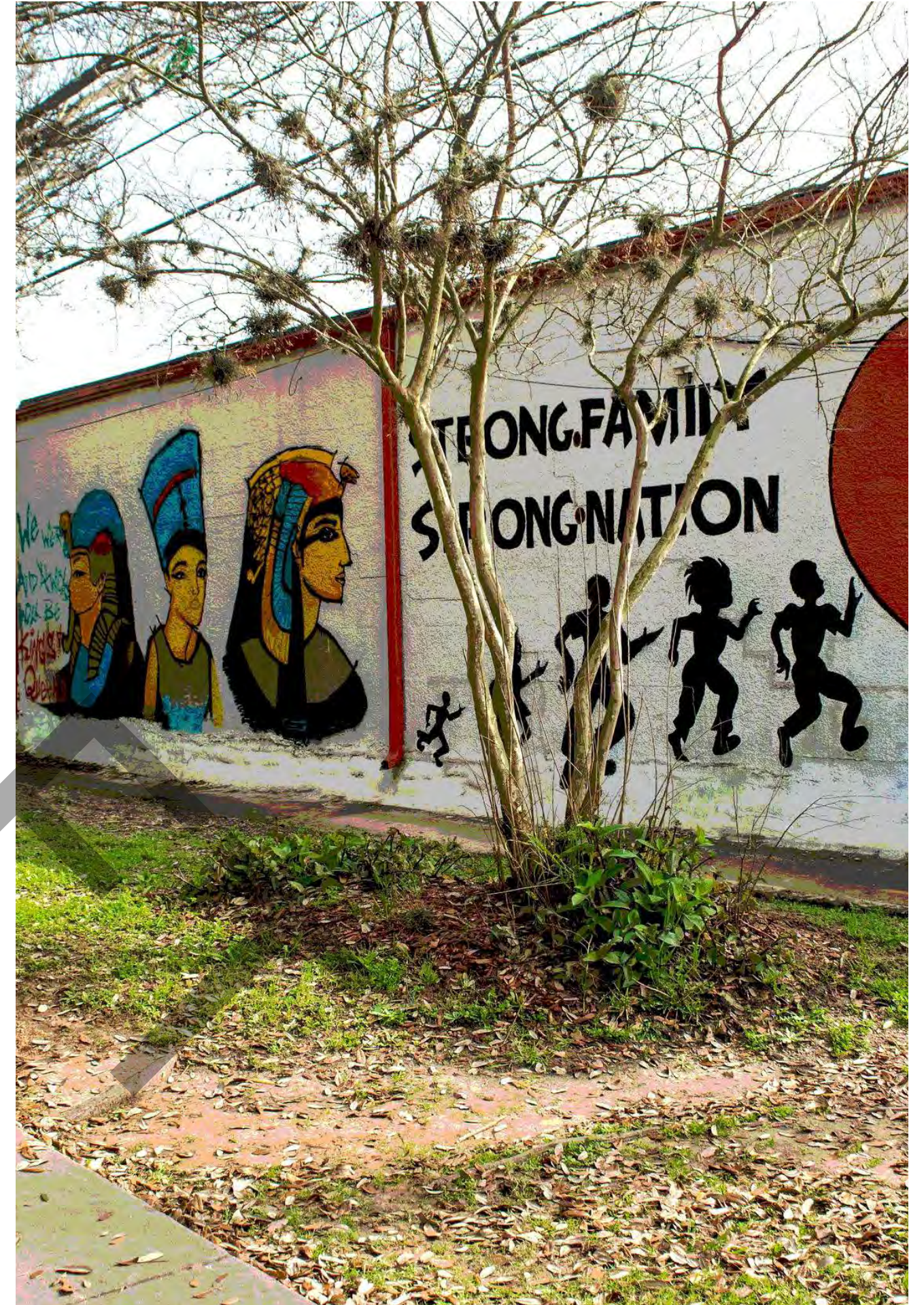
4

IMPLEMENT Implementation Roadmap

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OVERVIEW

Implementation strategies provide a roadmap for success. This section provides strategies that Midtown and local leaders can use to implement the Parks and Public Space Master Plan. With an emphasis on the planning and regulatory framework, incentives, financial tools, and capital improvements, the strategies provide the necessary actions that will advance the long-term vision of the plan. The following pages present each strategy in detail, including a list of actions, potential funding sources and leading entities. The strategies help guide Midtown and partners in defining programs, setting priorities, allocating finances, and assessing achievements. Over time, this part of the Plan should be revisited and updated to ensure that the strategies remain relevant and current as Midtown continues to evolve. As work in Midtown continues, new partnerships will be formed and new funding sources will be discovered. Successful projects will also lead to new opportunities.



ELEMENTS OF IMPLEMENTATION

ACTION ITEM

Action steps provide guidance about where and how to start implementing each of the recommendations. Action steps also help in planning for full implementation and establishing when funding sources will be needed.

PHASE

Implementation phases are estimated time frames for initiation to completion of each recommendation. They are classified as follows:

- Short-term (1 - 5 years) - These are typically less complex recommendations which require fewer resources and involve fewer partners for implementation. It also includes projects which are currently in advanced planning or full design stage.
- Mid-term (5 - 10 years) - These are recommendations that may require more resources and planning than the 5-year horizon.
- Long-term (10+ years) - These recommendations typically require a large amount of capital and coordination between different partners. Implementation for long-term recommendations may begin earlier but may include a number of steps and phases to construction taking the full

LEVEL OF INVESTMENT

Level of investment designations help to provide planning level estimates for future budgets, resources, and funding sources. The symbology for the designations is described here:

- \$ Low - Typically includes allocating or reallocating existing resources, staff time, and partner coordination. A low level of investment does not typically require capital expenditures.
- \$\$ Medium - Typically includes design, studies, aesthetic enhancements and limited infrastructure improvements.
- \$\$\$ High - Typically includes construction of significant infrastructure that would be part of a Capital Improvement Program.

POTENTIAL FUNDING SOURCES

Potential funding sources are included for each recommendation. Funding strategies are to assist Midtown Redevelopment Authority in seeking available funding. Every strategy is not applicable in every case; however, a single strategy may be utilized to fund multiple recommendations. Potential funding sources include:

- Midtown Redevelopment Authority (MRA);
- Private organizations (ie.- Houston Community College, Menil Foundation, etc.);
- Private developers and donors;
- Houston-Galveston Area Council (H-GAC);
- Houston Parks Board;
- City of Houston Public Works Department;
- City of Houston Parks Department (HPARD);
- Houston METRO (transit tax funds, etc.)
- TxDOT;
- Transportation Improvement Program (TIP);
- Statewide Transportation Improvement Program (STIP);
- USDOT Safe Streets and Roads Grants;
- Federal funding (IIJA or RAISE grants, appropriations, etc.).

POTENTIAL PARTNERSHIPS

Both public, private, and community organizations have roles to play in contributing to the implementation of these recommendations. Partners can play a number of different roles including:

- Organize;
- Advocate;
- Initiate;
- Participate; and/or
- Lead.

Examples of organizations include:

- City of Houston Mobility Planning (Vision Zero);
- Rice University;
- LULAC Council;
- Houston METRO;
- Houston Community College (HCC);
- TxDOT;
- Midtown Parks Conservancy;
- Houston Art Alliance.

PROJECTS

Projects are built, permanent, physical changes.

PROGRAMS

Programs are one-time events or ongoing actions that influence the study area but do not require permanent physical changes.

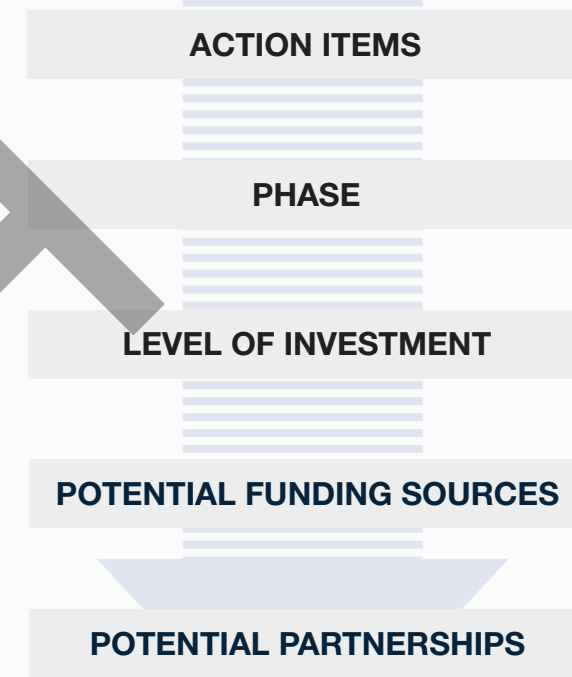
POLICIES

Policies are legal norms, rules, or definitions that control and influence future changes.

Each Project, Program or Policy ties back to our previous goals:



Each Project, Program or Policy includes the following elements:



IMPLEMENTATION MAP

#	RECOMMENDATION	PHASE	LEVEL OF INVESTMENT
STREETS			
PS 1	Alabama Street	Short-term	\$\$\$
PS 2	Brazos Street	Short-term	\$\$\$
PS 3	Crawford Street	Mid-term	\$\$
PS 4	Elgin Street	Mid-term	\$\$
PS 5	Fannin Street	Mid-term	\$\$
PS 6	Gray Street	Long-term	\$\$
PS 7	Main Street	Short-term	\$
PS 8	McGowen	Mid-term	\$\$
PS 9	Travis Street	Long-term	\$\$\$
PS 10	Webster Street	Mid-term	\$\$\$
PS 11	Wheeler Street	Mid-term	\$\$
PARKS			
PD A	Park associated with NHHIP	Long-term	\$\$\$
PD A	Create a linear park along Gray Street	Long-term	\$\$\$
PD B	Add programming to Chenevert Urban Gardens	Short-term	\$\$
PD C	LULAC Council 60 building as an outdoor performance space	Mid-term	\$\$\$
PD C	Develop the entry portal as a park space	Mid-term	\$\$\$
PD D	Add programming to San Jacinto Plaza	Mid-term	\$\$\$
PD E	Civic Plaza at Ion District	Short-term	\$
PD E	Cap at Caroline and Wheeler	Long-term	\$\$\$
PD F	Add programming to Plant it Forward - community garden	Short-term	\$\$

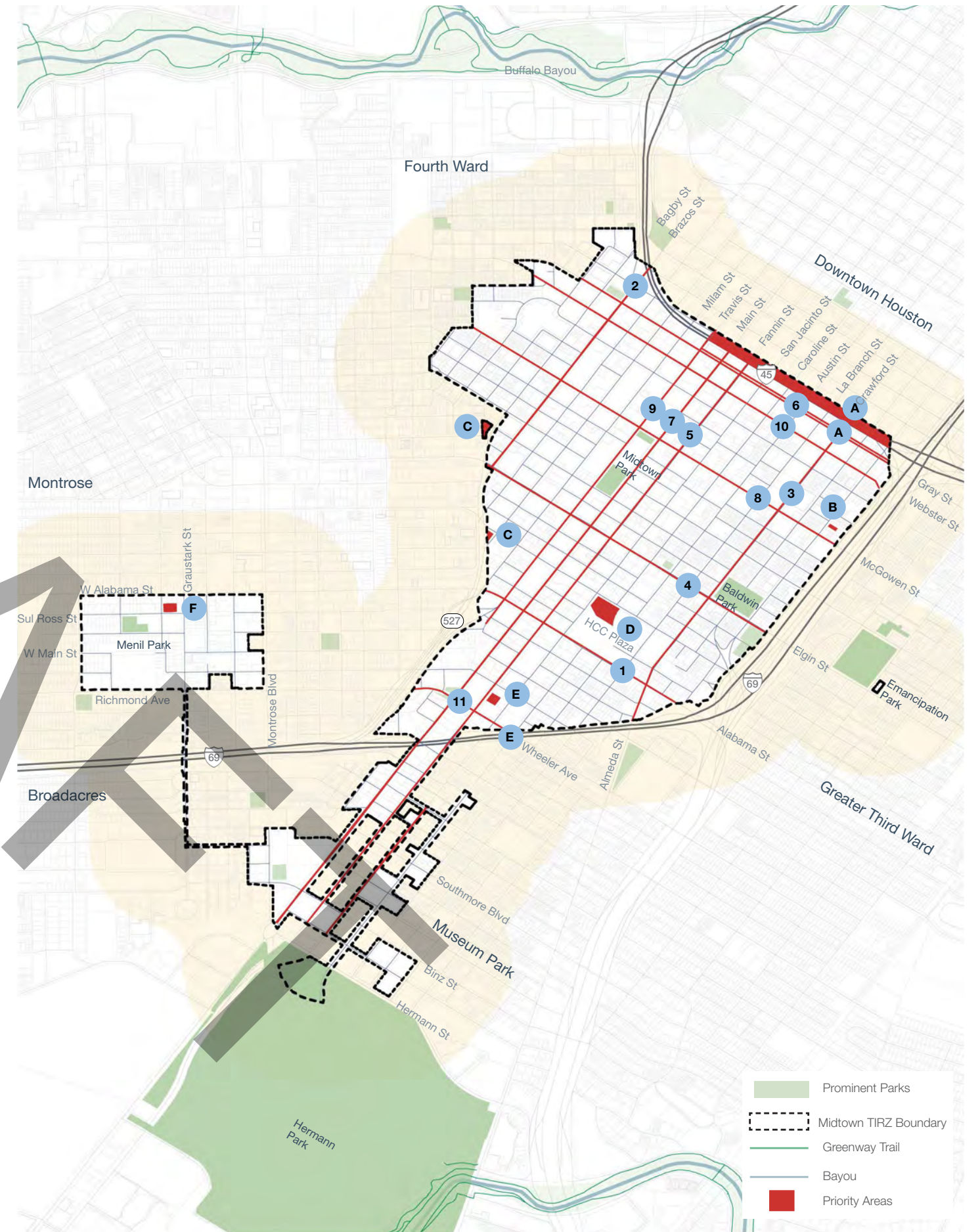


Figure 78 Implementation Map

IMPLEMENTATION TABLE



#	RECOMMENDATION	DESCRIPTION	#	ACTION ITEMS	PHASE	LEVEL OF INVESTMENT	POTENTIAL FUNDING SOURCES	POTENTIAL PARTNERSHIPS	GOALS ADDRESSED
PROJECTS									
PS.1	Alabama Street	Alabama Street recommendations focus on a road diet, by converting two travel lanes to raised dedicated bike lanes, and widening and improving the back of curb. Additionally the conditions are improved by cleaning utility lines and hindrances, and rebuilding medians, and planting beds with native and adapted vegetation.	i	Update CIP Plan and obtain Board approval on phasing.	Short-term	\$\$\$	<ul style="list-style-type: none"> • MRA • City of Houston Public Works • TIP and STIP • Federal Funding 	<ul style="list-style-type: none"> • City of Houston • HCC 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PS.2	Brazos Street	Brazos Street recommendations convert one parking lane to a dedicated bike lane, improve crosswalks striping, widen and improve back of curb, and add streetlights.	i	Update CIP Plan and obtain Board approval on phasing.	Short-term	\$\$\$	<ul style="list-style-type: none"> • MRA • City of Houston Public Works • TIP and STIP • Federal Funding 	<ul style="list-style-type: none"> • City of Houston 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PS.3	Crawford Street	Crawford Street recommendations convert it to a two way street (with added two way dedicated travel lane), widen and improve back of curb where possible, clean utility lines and hindrances, and add streetlights.	i	Update CIP Plan and obtain Board approval on phasing.	Mid-term	\$\$	<ul style="list-style-type: none"> • MRA • TIP and STIP • Houston METRO • Federal Funding 	<ul style="list-style-type: none"> • City of Houston • Houston METRO 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PS.4	Elgin Street	Elgin Street recommendations are limited to certain blocks, and they focus on back of curb improvements like widening sidewalks, adding streetlights, and cleaning utility lines and hindrances. The turn lanes are converted to a planted median with native trees and vegetation.	i	Update CIP Plan and obtain Board approval on phasing.	Mid-term	\$\$	<ul style="list-style-type: none"> • MRA • TIP and STIP • Houston METRO • Federal Funding 	<ul style="list-style-type: none"> • City of Houston • Houston METRO 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					

IMPLEMENTATION TABLE CONTINUED



#	RECOMMENDATION	DESCRIPTION	#	ACTION ITEMS	PHASE	LEVEL OF INVESTMENT	POTENTIAL FUNDING SOURCES	POTENTIAL PARTNERSHIPS	GOALS ADDRESSED
PS.5	Fannin Street	Fannin Street recommendations include the removal of a travel lane and the addition of a dedicated bike. In addition, sidewalks and planting zones are widened where possible, and utility lines and hindrances are cleaned up.	i	Update CIP Plan and obtain Board approval on phasing.	Mid-term	\$\$	<ul style="list-style-type: none"> • MRA • City of Houston Public Works • TIP and STIP • Federal Funding 	<ul style="list-style-type: none"> • City of Houston 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PS.6	Gray Street	Gray Street recommendations remove portions of on-street parking on one side of the road and convert those areas to planting zones with shade trees, native plantings, and streetlights. Sidewalks are also widened and street furniture is added to create a pedestrian promenade. It is also proposed that portions of the pedestrian zone be upgraded to provide linear park program elements.	i	Update CIP Plan and obtain Board approval on phasing.	Long-term	\$\$	<ul style="list-style-type: none"> • MRA • City of Houston Public Works • TIP and STIP • Houston METRO • Federal Funding 	<ul style="list-style-type: none"> • City of Houston • Houston METRO 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PS.7	Main Street	Main Street recommendations include the closure of portions of the road to cars, and the conversion of the travel lanes to dedicated biking and pedestrian lanes. Improved pedestrian crossings at all intersections are also recommended.	i	Update CIP Plan and obtain Board approval on phasing.	Short-term	\$	<ul style="list-style-type: none"> • MRA • City of Houston Public Works • TIP and STIP • Houston METRO • Federal Funding 	<ul style="list-style-type: none"> • City of Houston • Houston METRO 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PS.8	McGowen Street	McGowen Street recommendations include reducing the width of travel lanes and allocating that space to dedicated bike lanes. In addition streetlights are added at regular intervals, and new developments should consider widening sidewalks to meet Walkable Places standards.	i	Update CIP Plan and obtain Board approval on phasing.	Mid-term	\$\$	<ul style="list-style-type: none"> • MRA • City of Houston Public Works • TIP and STIP • Federal Funding 	<ul style="list-style-type: none"> • City of Houston 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					

IMPLEMENTATION TABLE CONTINUED



#	RECOMMENDATION	DESCRIPTION	#	ACTION ITEMS	PHASE	LEVEL OF INVESTMENT	POTENTIAL FUNDING SOURCES	POTENTIAL PARTNERSHIPS	GOALS ADDRESSED
PS.9	Travis Street	Travis Street recommendations include a road diet that eliminates a lane of parking in order to provide room for a dedicated bicycle lane, wider sidewalks, and rain gardens. Street lighting is also added where needed.	i	Update CIP Plan and obtain Board approval on phasing.	Long-term	\$\$\$	<ul style="list-style-type: none"> • MRA • City of Houston Public Works • TIP and STIP • Federal Funding 	<ul style="list-style-type: none"> • City of Houston 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PS.10	Webster Street	Webster Street recommendations include maintaining a minimum width for the travel lanes, widening sidewalks and adding plant zones with street trees where necessary, along with added street lighting at regular intervals.	i	Update CIP Plan and obtain Board approval on phasing.	Mid-term	\$\$	<ul style="list-style-type: none"> • MRA • City of Houston Public Works • TIP and STIP • Federal Funding 	<ul style="list-style-type: none"> • City of Houston 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PS.11	Wheeler Street	Wheeler Street recommendations anticipate the addition of the METRO Bus Rapid Transit line down the middle of the road. This reduces travel lanes to one in each direction. Planting zones and widened sidewalks are proposed, but will require additional ROW. Street trees and streetlights added too.	i	Update CIP Plan and obtain Board approval on phasing.	Long-term	\$\$	<ul style="list-style-type: none"> • MRA • Houston METRO 	<ul style="list-style-type: none"> • City of Houston • Houston METRO • Ion District 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Construct the project.					
			vi	Review metrics and success after construction.					
PD.A	Park Deficit A	Park Deficit A recommendations integrate future parcels of Pierce Elevated as a long term park opportunity. When furthering the design for Gray Street there is potential to include linear park spaces and utilize vacant/undeveloped lands to add park space and programming.	i	Update CIP Plan and obtain Board approval on phasing.	Long-term	\$\$\$	<ul style="list-style-type: none"> • MRA • Midtown Management District (MMD) • Midtown Parks Conservancy (MPC) • HPARD • Grants 	<ul style="list-style-type: none"> • City of Houston • Houston Parks Board • H-GAC • Texas Parks and Wildlife Department • Garden Clubs • Houston Endowment • TxDOT • Greater Houston Partnership 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Acquire land, if necessary.					
			vi	Construct the project.					
			vii	Review metrics and success after construction.					

IMPLEMENTATION TABLE CONTINUED



#	RECOMMENDATION	DESCRIPTION	#	ACTION ITEMS	PHASE	LEVEL OF INVESTMENT	POTENTIAL FUNDING SOURCES	POTENTIAL PARTNERSHIPS	GOALS ADDRESSED
PD.B	Park Deficit B	Park Deficit B recommendations include adding context appropriate park programs to Chenevert Urban gardens. With design and partnership help, this community garden could add up to three more programs, including nature play, a shelter/pavilion, and a water feature. Other strategies include adding linear park programming on streets such as Webster and McGowen and utilizing vacant/undeveloped lands to add park space and programming.	i	Update CIP Plan and obtain Board approval on phasing.	Short-Term	\$\$	<ul style="list-style-type: none"> • MRA • MMD • MPC • HPARD • Grants 	<ul style="list-style-type: none"> • City of Houston • Houston Parks Board • H-GAC • Texas Parks and Wildlife Department • Garden Clubs • Houston Endowment • Greater 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Acquire land, if necessary.					
			vi	Construct the project.					
			vii	Review metrics and success after construction.					
PD.C	Park Deficit C	One of the existing entry portals in Park Deficit C could become a pocket park with program additions such as a dog park and adult fitness equipment. In addition, the LULAC Council 60 Building has lawn space that could be used as a major amenity for the neighborhood and could include an outdoor performance space, seating, and a community garden/pollinator garden.	i	Update CIP Plan and obtain Board approval on phasing.	Mid term	\$\$\$	<ul style="list-style-type: none"> • MRA • MMD • MPC • HPARD • Grants 	<ul style="list-style-type: none"> • City of Houston • Houston Parks Board • H-GAC • Texas Parks and Wildlife Department • Garden Clubs • Houston Endowment • Greater Houston Partnership 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Acquire land, if necessary.					
			vi	Construct the project.					
			vii	Review metrics and success after construction.					
PD.D	Park Deficit D	The San Jacinto Memorial Green at Houston Community College in Park Deficit area D could become a publicly accessible park space by partnering with Houston Community College (HCC). This could include a shelter/pavilion, study spaces, and a community garden.	i	Update CIP Plan and obtain Board approval on phasing.	Mid term	\$\$\$	<ul style="list-style-type: none"> • MRA • MMD • MPC • HPARD • Houston Community College • Grants 	<ul style="list-style-type: none"> • City of Houston • HCC • Houston Parks Board • H-GAC • Texas Parks and Wildlife Department • Garden Clubs • Houston Endowment • Greater Houston Partnership 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Acquire land, if necessary.					
			vi	Construct the project.					
			vii	Review metrics and success after construction.					

IMPLEMENTATION TABLE CONTINUED



#	RECOMMENDATION	DESCRIPTION	#	ACTION ITEMS	PHASE	LEVEL OF INVESTMENT	POTENTIAL FUNDING SOURCES	POTENTIAL PARTNERSHIPS	GOALS ADDRESSED
PD.E	Park Deficit E	The Ion District's Master Plan is envisioning a Civic Plaza, which is projected to have a water feature, a pavilion as well as spaces for recreation and sitting. As the project develops, Midtown has the opportunity to express the interest in other possible programs for the public spaces since there is a public use agreement in place for these spaces. The final date of completion is 2030. There is also a long term park opportunity at potential freeway cap locations, such as at the Caroline/Wheeler intersection.	i	Ensure public oriented programming is included in the park.	Mid term	\$	<ul style="list-style-type: none"> Rice Management Company MRA MMD MPC HPARD Grants 	<ul style="list-style-type: none"> Ion District TxDOT Houston Endowment Greater Houston Partnership 	
			ii	Identify potential partnerships.					
			iii	Identify and secure funding.					
			iv	Reach a public use agreement with Midtown.					
			v	Review metrics and success after construction.					
PD.F	Park Deficit F	Park Deficit Area F has two community gardens that can be leveraged by installing quality plant beds and other maintenance items, along with adding public programming through pavilions, nature play gardens and planters.	i	Update CIP Plan and obtain Board approval on phasing.	Short term	\$\$	<ul style="list-style-type: none"> MRA MMD MPC HPARD Grants 	<ul style="list-style-type: none"> City of Houston Houston Parks Board H-GAC Texas Parks and Wildlife Department Garden Clubs Houston Endowment Greater 	
			ii	Identify potential partners with commitment to the project.					
			iii	Identify and secure funding.					
			iv	Lead project design to be inclusive.					
			v	Acquire land, if necessary.					
			vi	Construct the project.					
			vii	Review metrics and success after construction.					
PROGRAMS									
A1	Parks and Public Space Marketing Program	The Parks and Public Space Marketing Program recommendation is directed towards increasing community engagement and promote the use of public spaces in Midtown.	A1.1	Develop a series of routes/circuits and events for various users of parks and public places.	Short-Term	\$	<ul style="list-style-type: none"> MRA MMD MPC 	<ul style="list-style-type: none"> Midtown Parks Conservancy Houston Parks Board Midtown Management District HPARD 	
			A1.2	Use a variety of methods to advertise these routes/circuits and events to potential users.					
			A1.3	Host events at all parks and public spaces.					
			A1.4	Use tactical urbanism approaches to gain feedback and awareness of future projects.					

IMPLEMENTATION TABLE CONTINUED



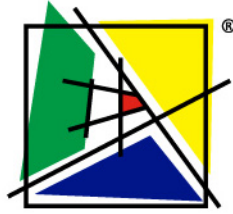
#	RECOMMENDATION	DESCRIPTION	#	ACTION ITEMS	PHASE	LEVEL OF INVESTMENT	POTENTIAL FUNDING SOURCES	POTENTIAL PARTNERSHIPS	GOALS ADDRESSED
A2	Coordinated Signage and Wayfinding Program	Coordinated Signage and Wayfinding Program intends to enhance the navigability and overall aesthetic of Midtown.	A2.1	Inventory existing signage and wayfinding.	Mid-Term	\$\$	<ul style="list-style-type: none"> • MRA • MMD 	<ul style="list-style-type: none"> • City of Houston • MMD 	
			A2.2	Coordinate Midtown branding with signage design.					
			A2.3	Integrate signage design into Midtown Design Standards.					
			A2.4	Place/replace signage and wayfinding throughout Midtown.					
A3	Educational Materials for Landowners/Developers	This recommendation targets landowners and developers to help increase awareness and understanding of existing programs and policies related to land use and development.	A3.1	Develop materials to educate landowners and developers on existing programs and policies	Short-Term	\$	<ul style="list-style-type: none"> • MRA • MMD 	<ul style="list-style-type: none"> • Midtown Marketing and Economic Development Committee 	
			A3.2	Use a variety of methods to advertise these programs (i.e., website, pamphlets, social					
			A3.3	Host informational sessions bi-annually.					
A4	Public/Private and Public/Public Partnerships	Collaboration between public and private entities can lead to innovative solutions that benefit both the public and private sectors. Additionally, partnering with city agencies on metric tracking helps ensure that progress towards the project goals is measured and reported transparently.	A4.1	Present plan to partners as identified in this plan.	Short-Term	\$\$	<ul style="list-style-type: none"> • MRA • MMD • MPC • Public Partners • Private Partners 	<ul style="list-style-type: none"> • Midtown Marketing and Economic Development Committee • Ion District • HCC • University of St. Thomas 	
			A4.2	Get formal or informal commitment to partner on projects, programs, and policies.					
			A4.3	Partner with city agencies on metric tracking.					
POLICIES									
B1	Midtown Design Standards Updates	This recommendation aims to ensure that new development in the area is consistent with the desired aesthetic and functional qualities. The updated standards can also address any issues or deficiencies that have arisen since the previous version was created, and can reflect changes in design trends and best practices.	B1.1	Obtain Board approval for updating Midtown Design Standards.	Mid-Term	\$\$	<ul style="list-style-type: none"> • MRA 	<ul style="list-style-type: none"> • City of Houston Planning & Development Department 	
			B1.2	Lead a planning process to update Midtown Design Standards.					
			B1.3	Adopt final Midtown Design Standards.					
B2	Consolidated Operations & Maintenance Plan	The Consolidated Operations & Maintenance Plan is a recommendation that aims to develop a comprehensive strategy for maintaining and operating the parks and streets in Midtown.	B2.1	Obtain Board approval for developing consolidated operations and maintenance strategies for parks and streets.	Mid-Term	\$\$	<ul style="list-style-type: none"> • MRA 	<ul style="list-style-type: none"> • Midtown Parks Board • City of Houston Public Works • Houston METRO • Midtown Parks Conservancy • HPARD 	
			B2.2	Lead a planning process to develop Midtown-wide Operations and Maintenance Plan.					
			B2.3	Adopt final Midtown-wide Operations and Maintenance Plan.					
			B2.4	Review Midtown-wide Operations and Maintenance Plan during annual budgeting process.					

IMPLEMENTATION TABLE CONTINUED



#	RECOMMENDATION	DESCRIPTION	#	ACTION ITEMS	PHASE	LEVEL OF INVESTMENT	POTENTIAL FUNDING SOURCES	POTENTIAL PARTNERSHIPS	GOALS ADDRESSED
B3	Midtown Committees	This policy would help identify potential new committees that would assist Midtown to continue to be innovation leaders in areas such as technology, sustainability, etc.	B3.1	Review Midtown's committee structure.	Short-Term	\$	• MRA	• Local Business Leaders	
			B3.2	Consider filling gaps in committees (i.e., technology and research sub-committee).					
B4	Sub-District Plans	Develop detailed sub-district plans that consult various projects and programs and display opportunities for further growth.	B4.1	Prioritize areas with multiple projects, programs and policy recommendations to be future sub-district plans.	Mid-Term	\$\$	<ul style="list-style-type: none"> • MRA • Private Partners 	<ul style="list-style-type: none"> • Developers • Land Owners 	
			B4.2	Obtain Board approval for additional sub-district plans.					
			B4.3	Lead a planning process for additional sub-district plans.					
			B4.4	Adopt additional sub-district plans.					





midtown
HOUSTON

DRAFT

HERMANN PARK BIKE PATHWAY
GRANT APPLICATION



2023 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)
Deadline to Submit PA: January 27, 2023

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: _____
Contact Person: _____ Title: _____
Street Address: _____ City: _____
Zip Code: _____ Office Phone Number: _____ Email: _____
Other partnering entities: _____

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: _____ Population size: _____

3. Is the project within the boundaries of a **Metropolitan Planning Organization (MPO)**? Yes No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)? Yes No

Project Information

4. Project name: _____

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

- | | |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Bikeway improvements | <input type="checkbox"/> Other bicycle, pedestrian, or micromobility infrastructure installations |
| <input type="checkbox"/> Shared use path improvements | <input type="checkbox"/> Boulevard improvements to enhance pedestrian, bicyclist and transit access |
| <input type="checkbox"/> Pedestrian improvements | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Improvements for non-motorized transportation safety | |
| <input type="checkbox"/> Planning document | |

6. Project location

- | | |
|---------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> On/along a TxDOT maintained roadway | <input type="checkbox"/> On/along a non-TxDOT roadway |
| <input type="checkbox"/> Not within the right-of-way of any roadway | |

Project location notes: Projects or components of projects located entirely within school or park property that are for internal circulation only are not eligible for TxDOT's TA funding.

7. Provide a Google map link: _____

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including **project location, limits, facility type, and width**. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application.

COMMUNITY BASED PROJECTS –preliminary engineering and construction activities.	<input type="checkbox"/>
LARGE SCALE ACTIVE TRANSPORTATION INFRASTRUCTURE –preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	<input type="checkbox"/>
ACTIVE TRANSPORTATION NETWORK ENHANCEMENTS –light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	<input type="checkbox"/>
ACTIVE TRANSPORTATION NON-INFRASTRUCTURE –planning documents to assist communities of any size develop non-motorized transportation networks	<input type="checkbox"/>

NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document: (Non-infrastructure projects only) _____

Estimated cost to prepare construction plans, specifications, and estimates: _____

Estimated cost to prepare environmental documentation: _____

Estimated cost to acquire right-of-way: _____

Estimated construction cost: _____

Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Local match

Identify source(s) of local matching funds: _____

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

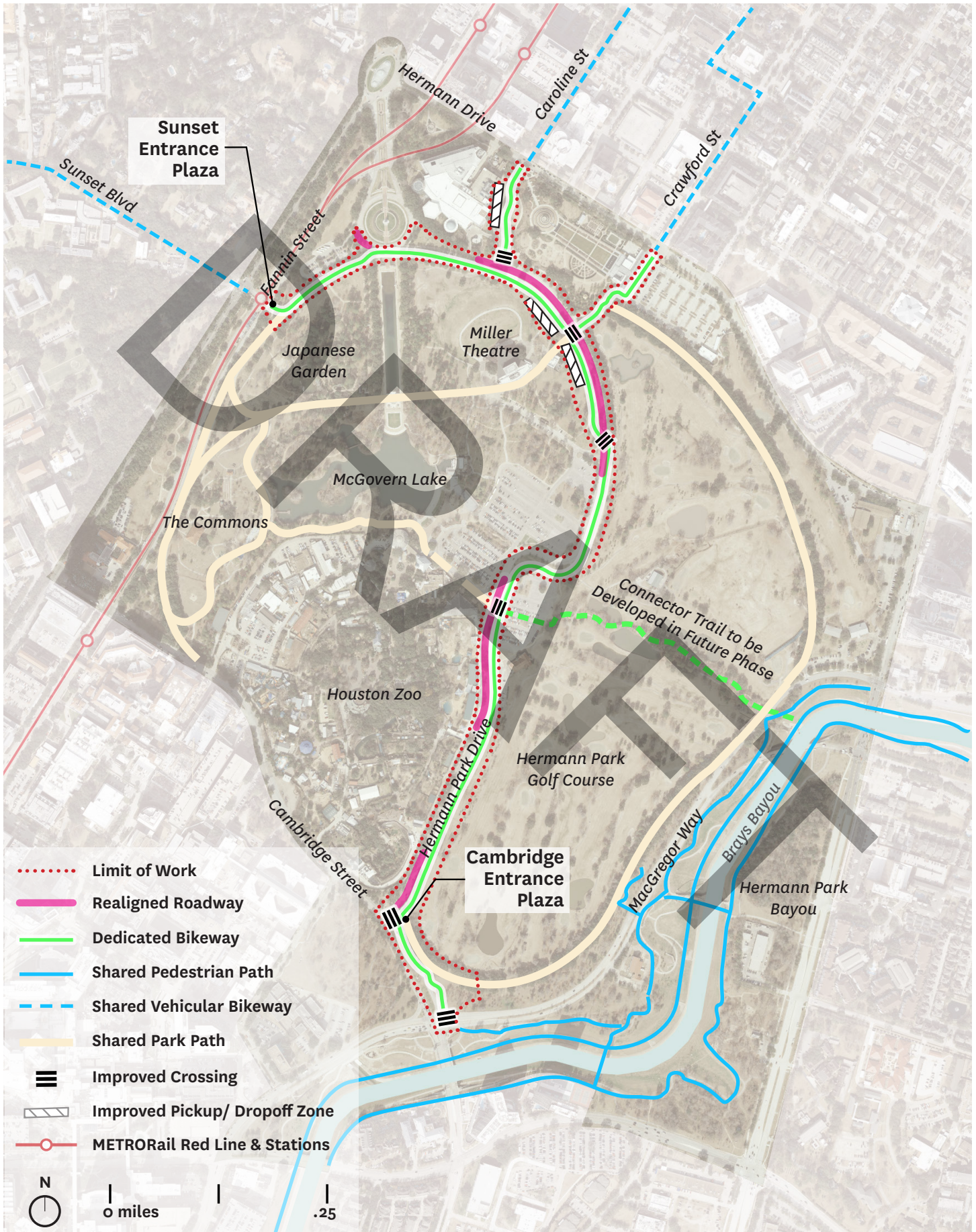
12. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they may request the use of Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project? Yes No

13. Project complexity

- Is this project in a locally or regionally approved planning document?
(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.) Yes No Unk
- Will the project reduce automobile traffic capacity or involve a change in access to property? Yes No Unk
- Does the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way? Yes No Unk
- Will the project involve relocation of utilities? Yes No Unk
- Will this project involve acquisition of right-of-way or require an easement (including railroad), or relocation? Yes No Unk
- Does the project use land purchased or improved with Land and Water Conservation Funds? Yes No Unk
- Does the project use land in: (Check all appropriate boxes)
Publicly owned: Park(s), Recreation area(s), Wildlife/waterfowl refuge(s), OR Publicly/privately owned historical or archeological sites? Yes No Unk
- Does the project occur within or around properties listed on the National Register of Historic Places? Yes No Unk
- Is the project located within range and/or potential habitat of state or federally protected species? Yes No Unk
- Is there a likely possibility of encountering hazardous materials? Yes No Unk
- Does the project involve placement of fill in wetlands or waters of the U.S.? Yes No Unk
- Is the project located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone? Yes No Unk

Hermann Park Roads & Trails Plan



A RESOLUTION SUPPORTING HERMANN PARK CONSERVANCY'S APPLICATION TO
THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION
ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The Hermann Park Conservancy would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HERMANN PARK CONSERVANCY THAT: The Hermann Park Conservancy supports funding this project(s) as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The Hermann Park Conservancy is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the Board of Directors of the Hermann Park Conservancy on the 11th day of May, 2023.

Doreen Stoller

Roslyn Bazzelle Mitchell

President

Secretary



