

midtown
H O U S T O N

Attorney Client Privilege Work Product

**MIDTOWN MANAGEMENT DISTRICT
PARKING BENEFIT DISTRICT
ADVISORY COMMITTEE MEETING**

May 9, 2024

(For Advisory Committee Members Only)



MIDTOWN PARKING BENEFIT DISTRICT

ADVISORY COMMITTEE

NOTICE OF MEETING

AGENDA

TO: MEMBERS OF THE MIDTOWN PARKING BENEFIT DISTRICT ADVISORY COMMITTEE OF MIDTOWN MANAGEMENT DISTRICT AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the **Advisory Committee** of the **Midtown Parking Benefit District** will hold a regular meeting in-person, on **Thursday, May 9, 2024 at 3:00 p.m.** in the **1st Floor Conference Room located at 410 Pierce Street, Houston TX 77002**, inside the boundaries of the District, **open to the public**, to consider, discuss and adopt such orders, resolutions, or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the matters identified on the agenda below.

This meeting is an in-person meeting, that is being made available via video conferencing. Members of the public wishing to attend this meeting may do so in person at the above location or via videoconference. To attend the meeting via video conference, please use the following URL:

https://teams.microsoft.com/join/19%3ameeting_OGM2NmZkZWQtNjAzMy00ZjgwLWE0ZDgtZDRhZjE3YmZjYWRh%40thead.v2/0?context=%7b%22Tid%22%3a%2264ae36a4-5920-4081-bbb2-c3260f4221e0%22%2c%22Oid%22%3a%22ca710cf1-09c1-4ee9-85c4-ccc1ced60182%22%7d

The meeting identification number is **212 529 125 028** and the passcode is: **mxt8dW**. To join the meeting by phone, please dial **1-872-256-8243**. When prompted, enter the phone conference identification number: **174 100 868#**.

AGENDA

1. Call meeting to Order and verify that a quorum is present.
2. Receive Public Comments.

3. Consent Agenda:
 - a. Approve Minutes for the **March 7, 2024**, Advisory Committee Meeting.
4. Updates from ParkHouston
5. Feedback from PBD Advisory Committee
6. Current Parking Benefit District Projects
 - a. Houston Bike Share Maintenance Agreement Extension
 - b. Loud Noise Ordinance Enforcement Update
 - c. Artistic Meter Wrapping
 - d. Speed Feedback Sign Study
 - e. HPD Central Vagrant, Noise & Property Crime Reduction Initiative
7. Potential Midtown Parking Benefit District Projects.
 - a. Sidewalks Update
 - b. Lighting Update
 - c. Clean & Safe Signage
 - d. Future projects
8. Announcements.
9. Next meeting date

**Parking Benefit Advisory Committee Meeting
Thursday, September 12, 2024, at 3:00pm
Hybrid meeting link via Teams:**
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjM4M2E4NWUtZDUzYS00ODdmLWI4ZjQtZDhkN2I2MTEwOTY0%40thread.v2/0?context=%7b%22Tid%22%3a%2264ae36a4-5920-4081-bbb2-c3260f4221e0%22%2c%22Oid%22%3a%22ca710cf1-09c1-4ee9-85c4-ccc1ced60182%22%7d

10. Adjourn.



SEAL

Maggie Segrich, cd
Maggie Segrich, Chair

Midtown Parking Benefit District

If you would like to make public comments at this meeting, please register prior to 3:00 p.m. Registration sign in sheets for those making public comments will be picked up promptly at 3:00 p.m.

**MIDTOWN MANAGEMENT DISTRICT
MISSION STATEMENT**

Midtown strives to provide an economically vibrant urban destination where arts and culture thrive alongside businesses and residents in a safe, active, diverse neighborhood.



**MIDTOWN MANAGEMENT DISTRICT
PARKING BENEFIT DISTRICT ADVISORY COMMITTEE MEETING
MINUTES**

March 7, 2024, 3:00 p.m.

Midtown Management District Offices, 1st Floor Conference Room
410 Pierce Street, Houston, Texas 77002

The Parking Official was present, and the meeting was open to the public.

<p>1. Roll Call</p>	<p>James Llamas Cynthia Aceves-Lewis Scarlett Yarborough Maggie Segrich</p> <p>All of the above named were present except Committee Member Scott Irby.</p> <p>Also, in attendance were:</p> <p>Midtown Staff member Chrystal Davis; Midtown Management District board member Christopher Johnston (attended via video conference); Peggy Foreman of Burney and Foreman; Clark Lord of Bracewell LLP, Maria Irshad, Deputy Director, ParkHouston, City of Houston Administration and Regulatory Affairs Department; Jennifer Gribble and Giselle Martinez of Super Neighborhood #62, Laura Knutson of Houston Bike Share, and Midtown resident Theresa Garcia.</p>
<p>2. Public comments</p>	<p>There were no public comments.</p>
<p>3. Consent Agenda</p>	<p>Mrs. Chrystal Davis presented the Consent Agenda.</p> <p>A motion to approve the Consent Agenda (Minutes for the January 11, 2024, Midtown Parking Benefit District (“MPBD”) Advisory Committee meeting) as presented was made by Committee Member Segrich. The motion was seconded by Committee Member Yarborough and carried by unanimous vote.</p>

<p>4. Updates from ParkHouston</p>	<p>Maria Irshad, Deputy Director of the City of Houston (the “City”) Administration and Regulatory Affairs Department presented the income statement for the MPBD showing year to date revenues and expenses for the period from July 2023 through February 2024. She also presented the number of transactions, the average revenue per transaction and the number of citations issued for expired meters as shown on the written income statement.</p> <p>She also highlighted amounts allocated for MPBD’s current projects that were approved by the Director of the City’s Administration and Regulatory Affairs Department and the remaining funds available for future projects.</p>
<p>5. Current Parking Benefit District Projects</p>	<p>The staff provided an update regarding implementation of the currently approved projects.</p> <p>a. Houston Bike Share Maintenance Agreement Extension</p> <p>Laura Knuston of Houston Bike Share requested a temporary extension of funding for the maintenance costs for four (4) previously closed Houston Bike Share stations in Midtown, while negotiations continue for longer term funding. Committee Member Segrich made a motion to recommend approval to extend the payment of maintenance costs for four (4) previously closed Houston Bike Share stations in Midtown for an additional two (2) months beginning April 1, 2024 and ending May 31, 2024 in the amount of \$5,000.00. The motion was seconded by Committee Member Yarborough. Following all discussion, the motion carried by majority vote. Yes 3 No 0 and 1 Abstention. Committee Chair Llamas abstained from the vote.</p> <p>Ms. Knuston thanked the Committee and stated that she will continue to work on a proposal for longer-term funding of maintenance costs for the four (4) bike stations located in Midtown.</p> <p>b. Loud Noise Ordinance Enforcement Update</p> <p>There was discussion but no action was taken.</p> <p>c. Artistic Meter Wrapping</p> <p>There was discussion but no action was taken.</p>

	<p>d. Speed Feedback Sign Study</p> <p>There was discussion but no action was taken.</p>
<p>6. Potential Midtown Parking Benefit District Projects</p>	<p>a. Sidewalk Replacement/Repair</p> <p>There was discussion but no action was taken.</p> <p>b. Installation of Additional Lighting</p> <p>There was discussion but no action was taken.</p> <p>c. Clean & Safe Signage</p> <p>There was discussion but no action was taken.</p> <p>d. HPD Central Patrol Midtown Initiative</p> <p>Mrs. Davis and Chair Llamas presented a proposal from the Houston Police Department (“HPD”) Central Division for a Vagrant Noise and Property Crime Reduction Initiative. The proposal entails consistent police presence in the targeted areas within 1 A20’s beat that is bordered by the Pierce Freeway to the north, Spur 527 and US 59 to the south, Louisiana Street to the east, and Bagby Street to the west. The purpose of the initiative is to help reduce the prevalence of violent and property crime and to address vagrancy issues within the referenced target area. If approved for funding, the HPD Central Division Vagrant Noise and Property Crime Reduction Initiative will incorporate an anti-crime enforcement component and a loud noise enforcement component to the target areas within the District. The initiative will begin upon approval and will operate for a total of (12) weeks. The cost of the initiative is \$45,000.00.</p> <p>Committee Member Yarborough made a motion to approve recommending funding the HPD Central Division’s Vagrant Noise and Property Crime Reduction Initiative. The motion was seconded by Committee Member Aceves-Lewis and was carried by unanimous vote.</p>

	<p>e. Future Projects</p> <p>i. Metro Boost McGowen Street Bus Stop Enhancements</p> <p>Chair Llamas reported that based on the information received from the Tikon Group Inc., the cost of the proposed enhancements to the McGowen Street bus stop was \$212,150.00, which is almost equal to the projected annual revenues for MPBD. He stated that the project needs further review to either scale down the improvements or seek a funding partner as it would require the expenditure of the majority of the MPBD annual revenues.</p>
7. Announcements	Next meeting will be Thursday, May 9, 2024, at 3:00 p.m.
8. Adjourn	There being no other business, the meeting was adjourned.

Committee meetings are open to the public. For special needs or information about this Committee, please contact Chrystal Davis at 713-526-7577 or chrystal.davis@midtownhouston.com.

Maggie Segrich
Committee Chair

Date

DRAFT

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT ("Agreement") is made effective the ____ day of _____, 2024 (the "Effective Date"), by and between the MIDTOWN MANAGEMENT DISTRICT (the "District"), a municipal management district by the State of Texas and organized under the provisions of Chapter 375, Texas Local Government Code, and Chapter 3809, Special District Local Laws Code, and HOUSTON BIKE SHARE, a Texas nonprofit corporation ("HBS").

RECITALS

WHEREAS, the District was created by the State of Texas to serve a public use and benefit through the provision of services and improvements pursuant to its Service and Improvement Plan and Assessment Plan for Fiscal Years 2015-2024 ("Service Plan"); and

- WHEREAS, one of the objectives of the Service Plan is to advocate for an urban, pedestrian and bike-friendly environment within the District; and

WHEREAS, HBS operates the Houston BCycle bike share program, including multiple BCycle stations within the District, for the purpose of providing equitable access to bike share and fostering recreation, mobility and personal wellness; and

WHEREAS, due to the increased costs associated with the operation and maintenance of BCycle stations in areas with high transportation need, HBS has determined that it is necessary to suspend service at four BCycle stations within the District in the locations specified in Exhibit A attached hereto (the "District Stations") to reduce its maintenance costs and sustain service in its core capacity; and

WHEREAS, HBS has requested that the District provide gap funding on a temporary basis (as further defined in Section 1.1 hereof, the "District Contribution") to support the reconnection and continued service and maintenance of the District Stations in accordance with the scope of work set forth in Exhibit A (the "Scope of Work"); and

WHEREAS, the continued utilization of the District Stations by District residents, employees and visitors will enhance the urban, pedestrian and bike-friendly environment in the District; and

WHEREAS, in consideration of the foregoing, the District is willing to provide the District Contribution to HBS on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the District and HBS agree as follows:

AGREEMENT

1. **FINDINGS.** The foregoing recitals are found to be true and correct and are incorporated into this Agreement for all purposes.

2. TERM; OPTION TO RENEW.

This term of this Agreement (as same may be renewed pursuant to the terms hereof, the "Term") shall commence on the first day of the first month immediately following the Effective Date ("First Quarter Commencement Date") and expire on the last day of the third month following the First Quarter Commencement Date ("First Quarter Expiration Date"), such initial period being a "Quarter". Not later than thirty (30) days prior to the expiration of the initial Quarter, HBS shall provide a written report to the District that includes documentation of HBS's expenditures of the District Contribution during the applicable portion of the Quarter ("Initial Report") to enable the District to verify that HBS has utilized the District Contribution in accordance with the terms and conditions of this Agreement, and upon review of such Initial Report, the District shall have the option to renew this Agreement for one additional Quarter (the "Renewal Quarter") by providing written notice thereof to HBS on or before the First Quarter Expiration Date.

In the event of a renewal by the District, the Renewal Quarter shall commence on the first day of the first month immediately following the First Quarter Expiration Date ("Renewal Quarter Commencement Date") and shall expire on the last day of the third month following the Renewal Quarter Commencement Date ("Renewal Quarter Expiration Date"). The terms and conditions of this Agreement relating to payment of the District Contribution and submittal of the Initial Report for the initial Quarter shall continue in place for the Renewal Quarter, provided however there will be no option to renew the Agreement for an additional Quarter during the Renewal Quarter.

If the District does not provide a written notice of renewal to HBS, the Term shall automatically expire on the First Quarter Expiration Date, subject to HBS's obligation to submit to the District the supplement to the Initial Report described in Section 4 and all other provisions of this Agreement that expressly survive termination or expiration of the Term.

3. DISTRICT CONTRIBUTION.

The "District Contribution" shall be in the amount of \$7,500.00 per Quarter. Upon submittal by **HBS** of an invoice for advancement of the District Contribution for the Quarter, payment of the District Contribution shall be due within ten (10) days of receipt of such invoice.

Upon payment of the District Contribution, HBS will immediately reinstate service for the District Stations, and the District Stations will remain in continual operation and service during the Term. In addition to the foregoing, HBS may not suspend service at any other BCycle stations within the District during the Term.

4. SCOPE OF WORK; REPORTING REQUIREMENTS.

HBS agrees to use the District Contribution only to perform the Scope of Work set forth in Exhibit A on the District Stations identified therein. HBS may perform the Scope of Work by any reasonable means. HBS acknowledges that much of the Scope of Work will be performed in and along the streets within the District and that HBS is solely responsible for the safety of its employees, agents and contractors and of the public in regard to the provision of the Scope of Work. In the event the Scope of Work is to be performed in or along public streets or rights-of-way, HBS will take all reasonable steps to ensure the safety of its employees and of the

public and to comply with all ordinances, rules, and regulations by local, state or federal entities having jurisdiction thereover, especially as to traffic safety plans.

Within ten (10) days following the First Quarter Expiration Date and, if applicable, the Second Quarter Expiration Date, HBS shall submit a supplement to the Initial Report that includes documentation of all of HBS's expenditures of the District Contribution during the applicable Quarter. Upon expiration of the Term (including, if applicable, the Renewal Quarter), the District shall provide a statement of final accounting to the Authority detailing all HBS expenditures funded from the District Contribution to enable the District to verify that HBS has utilized the District Contribution in accordance with the terms and conditions of this Agreement. If HBS fails to use any portion of the District Contribution as required by this Agreement, HBS agrees to repay to the District any funds so spent upon request by the District, together with documentation showing the amount not spent in compliance with this Agreement within thirty (30) days of the District's receipt of the Authority's request for repayment as reasonably supported by such documentation. **This provisions of this paragraph shall survive the expiration or tennination of this Agreement.**

5. TERMINATION.

If the District is dissatisfied with HBS's performance of the Scope of Services during the Term, or if HBS terminates service at the District Stations or any other BCycle station within the District during the Term, or if the District determines that HBS has not expended the District Contribution in accordance with the terms and conditions of this Agreement, in each case, such event shall be an event of default, and the District shall provide written notice thereof to HBS describing with specificity the nature of the default, and if HBS shall fail to remedy such default within thirty (30) days from receipt of such notice ("Cure Period"), then upon expiration of the Cure Period, the District may terminate this Agreement by written notice to HBS, and with respect to a payment default described hereunder, HBS shall repay to the District any portion of the District Contribution not spent in compliance with this Agreement within five (5) days after receipt of the District's termination notice.

HBS may terminate this Agreement for nonpayment if the District fails to provide the District Contribution within thirty (30) days after receipt of written notice from HBS detailing such nonpayment.

In addition, either party may terminate this Agreement by thirty (30) days' written notice to other party.

6. INDEMNIFICATION. TO THE FULLEST EXTENT ALLOWED BY LAW, HBS SHALL INDEMNIFY, DEFEND AND HOLD THE DISTRICT, ITS DIRECTORS, EMPLOYEES, AGENTS AND CONSULTANTS HARMLESS FROM ALL LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH AND PROPERTY DAMAGE SUFFERED ANYONE (HEREINAFTER REFERRED TO AS "CLAIM(S)"), BUT ONLY TO THE EXTENT SAME ARE (A) CAUSED BY NEGLIGENCE, STRICT LIABILITY, MISCONDUCT, INTENTIONAL OR RECKLESS ACT OR FAILURE TO ACT OR OTHER FAULT OF HHS, ITS CONTRACTORS, AGENTS AND EMPLOYEES (THE "HHS PARTIES") AND

(B) ARISE OUT OF THE SCOPE OF WORK PERFORMED UNDER THIS AGREEMENT. THE FOREGOING PROVISION SHALL INSURE TO THE BENEFIT OF THE DISTRICT, PROVIDED THAT IF THE DISTRICT FAILS TO NOTIFY HBS IN WRITING OF SUCH CLAIM WITHIN TEN (10) DAYS OF SAME BEING REPORTED TO THE DISTRICT, HBS SHALL NOT BE LIABLE TO THE EXTENT SUCH LATE REPORTING IMPAIRS OR PREJUDICES HBS'S DEFENSE OF THE CLAIM. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

7. **INSURANCE.** HBS agrees to maintain in effect, during the Term, insurance for Workers Compensation with statutory limits, and commercial general liability, personal injury, and property damage with \$1,000,000 combined single limit liability per occurrence/\$2,000,000 aggregate. HBS shall furnish to the District a Certificate of Insurance evidencing such coverage and specifying that thirty (30) days prior notice of cancellation will be sent to the District. HBS further agrees to name the District as an additional insured on its commercial general liability policy with respect to the District Stations.

8. **INDEPENDENT CONTRACTOR.** HBS is an independent contractor, and all persons engaged to furnish the Scope of Work hereunder are employees, agents or contractors of HBS and not of the District.

9. **NO THIRD-PARTY BENEFICIARIES.** This Agreement shall not bestow any rights upon any third party but rather shall be for the sole and exclusive benefit of the District and HBS and their legal successors and assigns.

10. **ENTIRE AGREEMENT.** This Agreement, together with Exhibit A attached hereto, contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.

11. **NOTICES.** Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid,

To the District at:

Midtown Management District
410 Pierce Street, Suite 355
Houston, Texas 77002

Attention: Committee Chair

To HBS at:

Houston Bike Share
5603 Navigation Boulevard
Houston, TX 77011

Attention: Board Chair

Or at any other address which may be given by either party to the other in the manner provided above.

12. **MULTIPLE COUNTERPARTS/EXECUTION.** This Agreement may be executed in multiple counterparts and by electronic or facsimile signature. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each

party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

13. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

14. **NO WAIVER OF IMMUNITY.** The District does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, and agents because of its execution of this Agreement and performance of the covenants contained herein.

15. **NON-WAIVER.** Failure of either party hereto to insist on the strict performance of any of the agreements 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 other obligation hereunder or to exercise any right or remedy occurring because of any future default or failure of performance.

[EXECUTION PAGE FOLLOWS]

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MIDTOWN MANAGEMENT DISTRICT

Title: Chair, Midtown Management District
Board of Directors

HOUSTON BIKE SHARE

Name: Neeraj Tandon
Title: Board Chair
Houston Bike Share Board of Directors

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Exhibit A
District Stations and Scope of Work

District Stations

The "District Stations" are the four BCycle bike share stations in the District for which the District Contribution may be utilized by HBS, in the locations set forth below:

- Milam & Webster
- Ensemble/HCC
- Austin & Gray
- La Branch & Alabama

District Contribution and Allocation

The "District Contribution" shall be in an amount equal to \$7,500 per Quarter. HBS shall allocate each District Contribution into four equal portions in the amount of \$1,875 per District Station per Quarter.

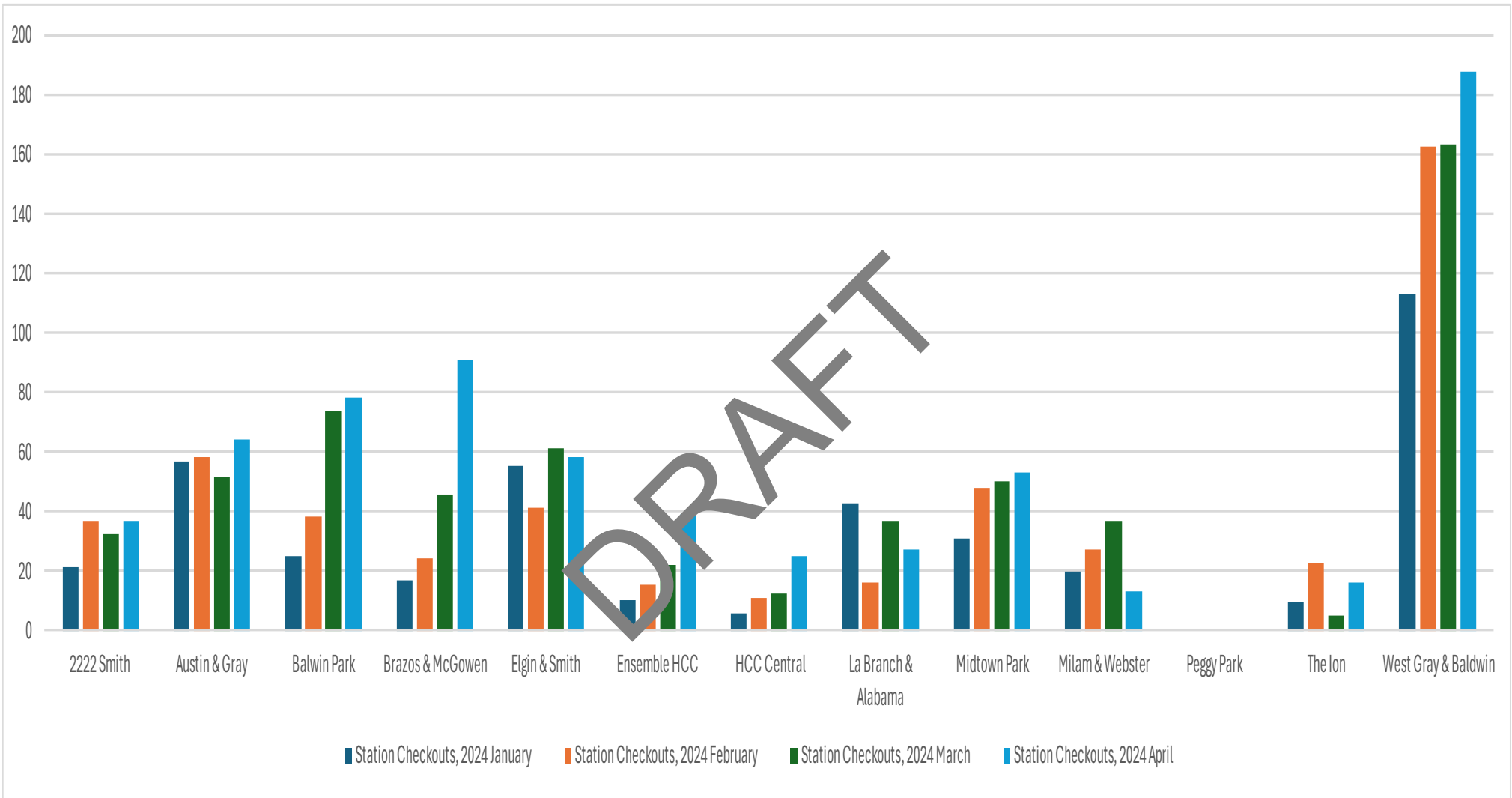
Scope of Work

The Scope of Work for which HBS will utilize the District Contribution for service and maintenance of the District Stations shall include performance of the following services:

- Facilitating software for system: updates, kiosk and dock communication issue prevention and equipment repairs
- Servicing the equipment: providing a clean and safe environment around the District Stations and maintaining the docks, etc., including visits by HBS field staff to each District Station not less than two times per week to clean the District Station and make necessary updates or repairs.
- Bike balancing: moving the appropriate number of bikes to District Stations as needed to ensure that District riders have continual access to bikes at the District Stations.
- Ensuring safety of riders by consistently making bike repairs: taking bikes out of the field to the HBS shop for tires, breaks, lighting repairs, etc.

**Midtown Management District
BCycle services & maintenance**

		La Branch &			
		Alabama	Ensemble HCC	Milam & Webster	Austin & Gray
		15	14	11	13
Fees :	Station names: dock count :				
BCycle software fee	Average station cost	\$ 113.00	\$ 113.00	\$ 113.00	\$ 113.00
Internet fee	25.00 per kiosk	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Tech Maintenance	3 visits X 1hr X wk	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00
Cc readers fee	9.00 per unit	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
Fuel/ Vehicle wear & tear	4.00 per trip	\$ 52.00	\$ 52.00	\$ 52.00	\$ 52.00
Repair Maintenance	1 visit per month	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
Solar cost	10.00 for battery wear & tear	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Bike Service fee	Average bike repairs per station	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
Houston Bike Share fee	Fee to operate in network	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00
Station Parts repaired/ replaced	Average station parts repaired	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
TOTAL FEES		\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
MONTHS					TOTALS
January	Invoice 2184 -pending	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
February	Invoice 2184 -pending	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
March	Invoice 2187- pending	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
April	Invoice 2187- pending	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
May	Invoice 2187- pending	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
June		\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
July		\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
August		\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00
TOTALS		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
ANNUAL PROPOSED TOTALS		\$	20,000.00		



Station Checkouts, 2024

Station	January	February	March	April
2222 Smith	21	37	32	37
Austin & Gray	57	58	52	64
Balwin Park	25	38	74	78
Brazos & McGowen	17	24	46	91
Elgin & Smith	55	41	61	58
Ensemble HCC	10	15	22	39
HCC Central	6	11	12	25
La Branch & Alabama	43	16	37	27
Midtown Park	31	48	50	53
Milam & Webster	20	27	37	13
Peggy Park	0	0	0	0
The Ion	0	23	5	16
West Gray & Baldwin	113	163	164	188
TOTALS	407	452	453	454

Stations visited from January 01, 2024 – May 06, 2024 (121 total days)

Vehicle	Driver	Zone	Total Duration	Total Incidents
Van 50	0	Austin & Gray	6:06	31
		West Gray & Baldwin	2:33	24
		Baldwin Park	5:02	19
		Elgin & Smith	2:00	18
		The Ion	2:11	11
		Brazos & McGowen	6:08	27
		HCC Central	1:15	7
		Ensemble/HCC METRORail	4:02	21
		Milam & Webster	4:59	31
		2222 Smith	1:03	12
		La Branch & Alabama	9:28	32
Van 50 Total			44:52	233
Van 56	0	Austin & Gray	1:07	4
		West Gray & Baldwin	103:10	4
		Baldwin Park	1:18	5
		Elgin & Smith	1:13	5
		The Ion	0:11	1
		Brazos & McGowen	1:34	6
		HCC Central	0:02	1
		Ensemble/HCC METRORail	0:13	3
		Milam & Webster	0:55	5
		2222 Smith	0:16	3
		La Branch & Alabama	5:30	7
Van 56 Total			115:34	44
Grand Total			160:26	277



**walter
p moore**

March 2024

Midtown Speed Feedback Sign Pilot Program

DRAFT

Midtown Management District

Purpose of Study

- Collect and analyze speed data along one-way street couplets in the Midtown area
- Determine which corridor would benefit most from speed feedback signs based on the highest proportion of motorists exceeding the posted speed limit
- Estimate order of magnitude costs for the installation of signs

DRAFT

Overview

- Study Area
- Analysis
- Recommendations
- Cost Estimate

DRAFT

Study Area

DRAFT

Study Area



Northern Midtown


Southern Midtown

Legend:


- Data Collection Location
- One-Way Couplets

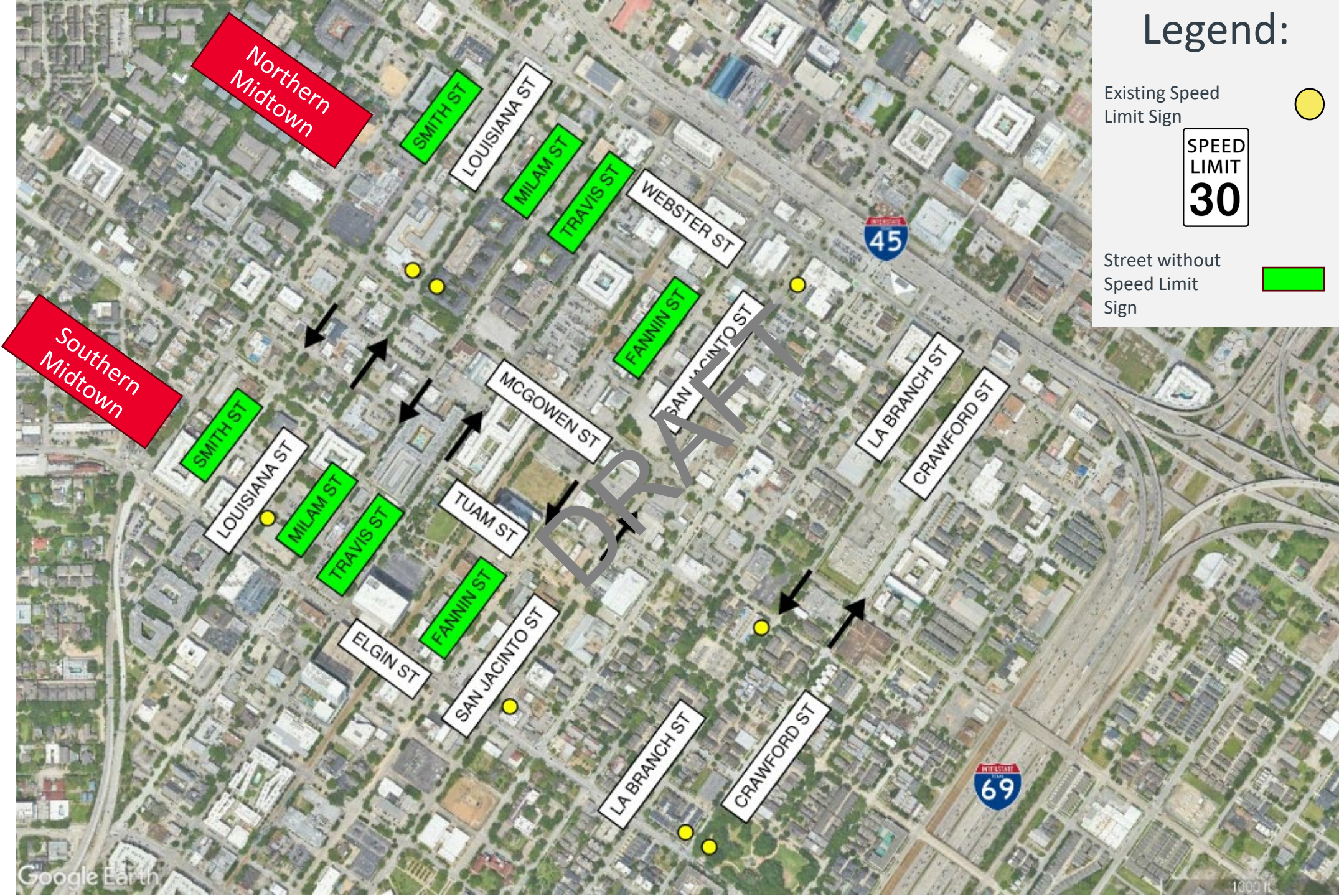


Legend:

Existing Speed Limit Sign 



Street without Speed Limit Sign 



Speed Limit and Speed Zones Classification

Manual of Uniform Traffic Control Devices (MUTCD) 11th Edition provides a range of factors to consider for setting speed limits on a road:

- Land-Use context
- Pedestrian and Bicyclist activity
- Crash History
- Intersection Spacing
- Driveway Density
- Geometry and Functional Classification of Road
- Roadside Conditions
- Traffic Volumes

DRAFT

For streets without a speed limit sign, an engineering study will determine which recommended factors will prevail in setting the speed limit.

Existing Conditions

Street Name	No. of Lanes		Average Annual Daily Traffic* (2022)	Average Daily Traffic** (2024)	Land Use (Typical)
	Southern Midtown	Northern Midtown			
Crawford St.	3	5	2,062	3,548	Commercial and mixed used Residential
La Branch St.	2		3,650	2,640	
San Jacinto St.	4		4,248	7,581	Commercial
Fannin St.	5		7,806	6,229	Commercial
Travis St.	4		13,613	12,485	Commercial and mixed used Residential
Milam St.	4		13,731	13,080	
Louisiana St.	5		16,986	13,032	
Smith St.	5		10,997	10,541	

The data provides a comprehensive snapshot of traffic patterns and land use characteristics across all corridors.

- La Branch St. and Crawford St. carry relatively **lower volumes**
- Travis St., Milam St. & Louisiana St. carry relatively **higher volumes**

*Source: TxDOT Traffic Count Database System

Based on **24 hrs Spot Speed Study conducted by WPM on **Thursday, 8th February 2024**

Clearing Sign Obstructions



Southbound La Branch St at Dennis St

- To prevent the obscuration of the speed limit and other traffic signs, it is recommended to relocate existing signs or trim vegetation along the roadway such as Southbound LaBranch at Dennis St.
- Additional speed limit signage is recommended for corridors where there are no existing signs, such as:
 - Fannin Street
 - Travis Street
 - Milam Street
 - Smith Street

Field Observations

Northbound San Jacinto at Elgin St



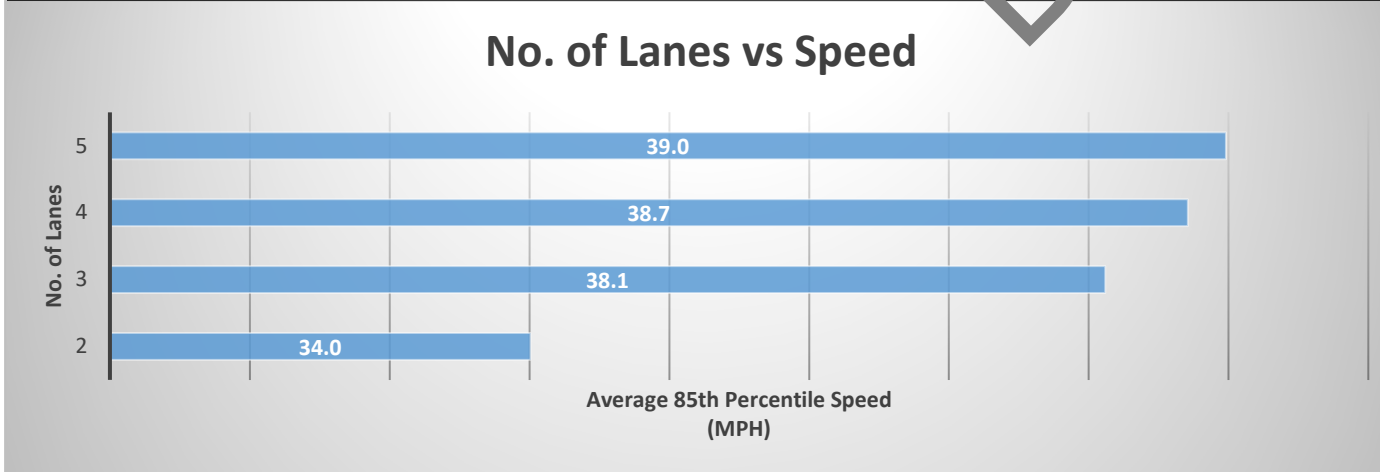
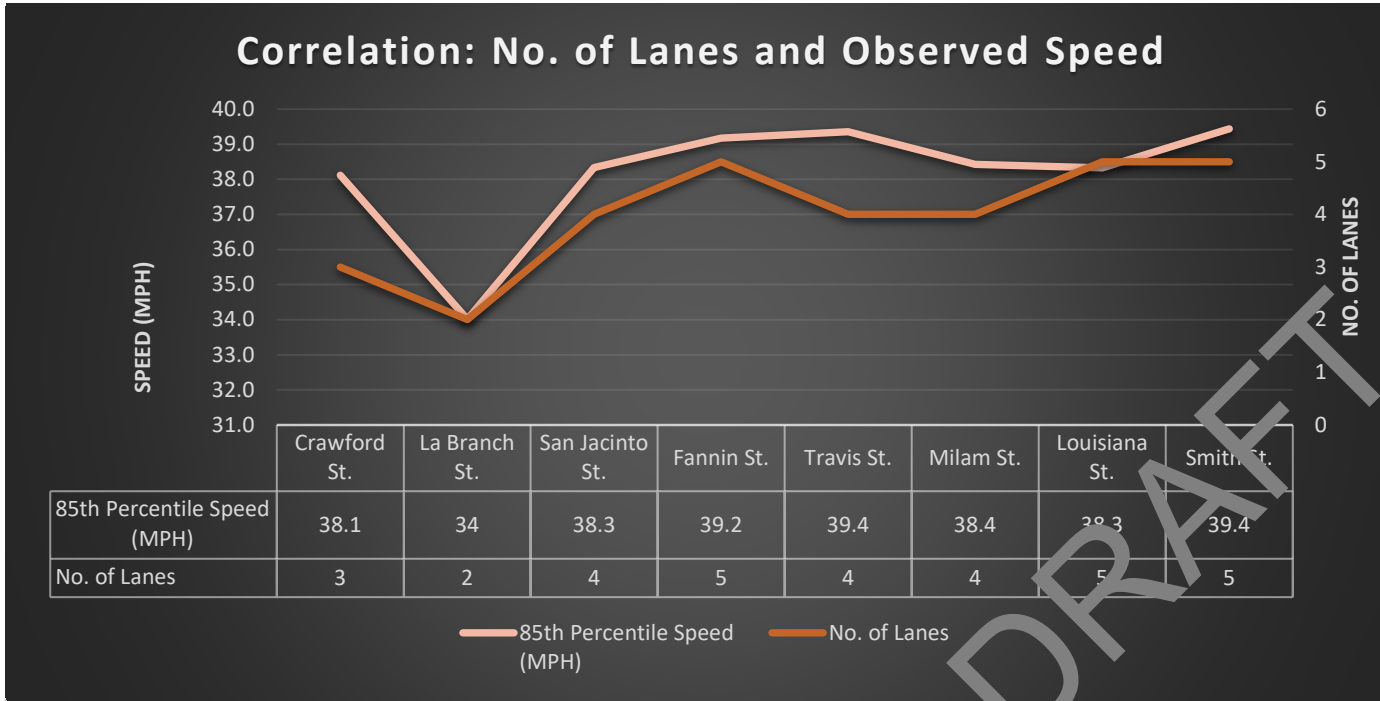
Faded and Worn out

- Throughout the study corridors, it was noted that the pavement markings in various sections of each corridor appeared worn out and faded. This deterioration of pavement markings was observed across different segments of the corridors analyzed. Such degradation of pavement markings can lead to decreased visibility and clarity for drivers, potentially confusing and compromising safety on the roadways.

Analysis

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Speed – No. of Lanes Correlation

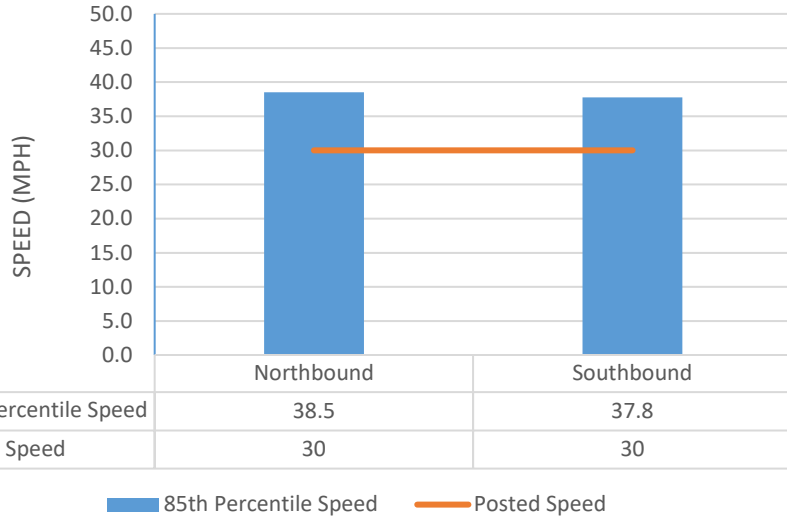


The number of lanes were compared with travel speeds of vehicles across each corridor to determine if there is correlation.

- A **direct correlation** was found, higher speeds were observed on corridors with greater no. of lanes.

Speed Comparison by Direction of Travel and Location

Inbound/Outbound Speed Comparison

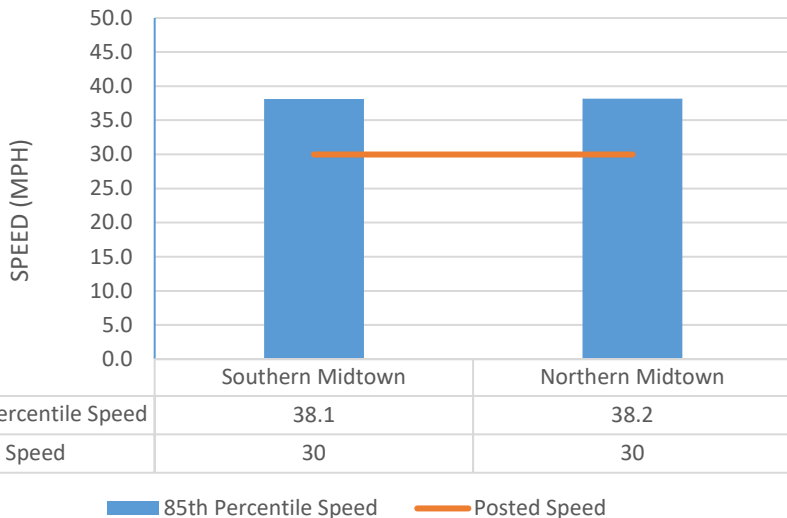


A comparison was conducted to examine the relationship between speeds of inbound and outbound vehicles across all corridors.

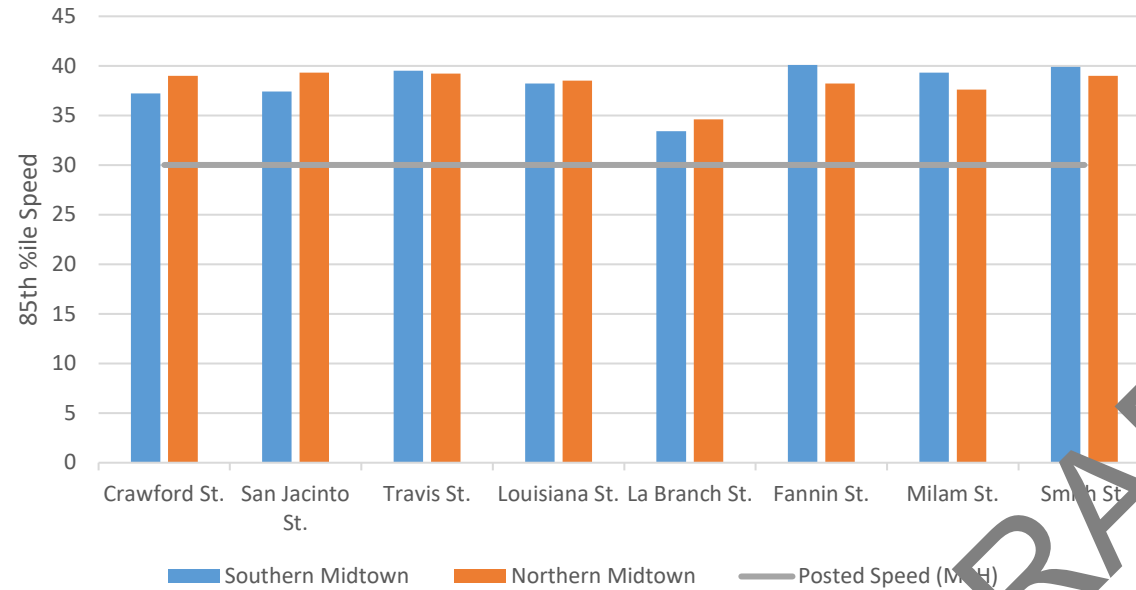
- The 85th Percentile travel speeds for inbound and outbound travel was found to be similar.

- The 85th Percentile travel speeds for northern and southern area of Midtown was found to be similar.

Sectional Speed Comparison



85th Percentile Speeds by Streets

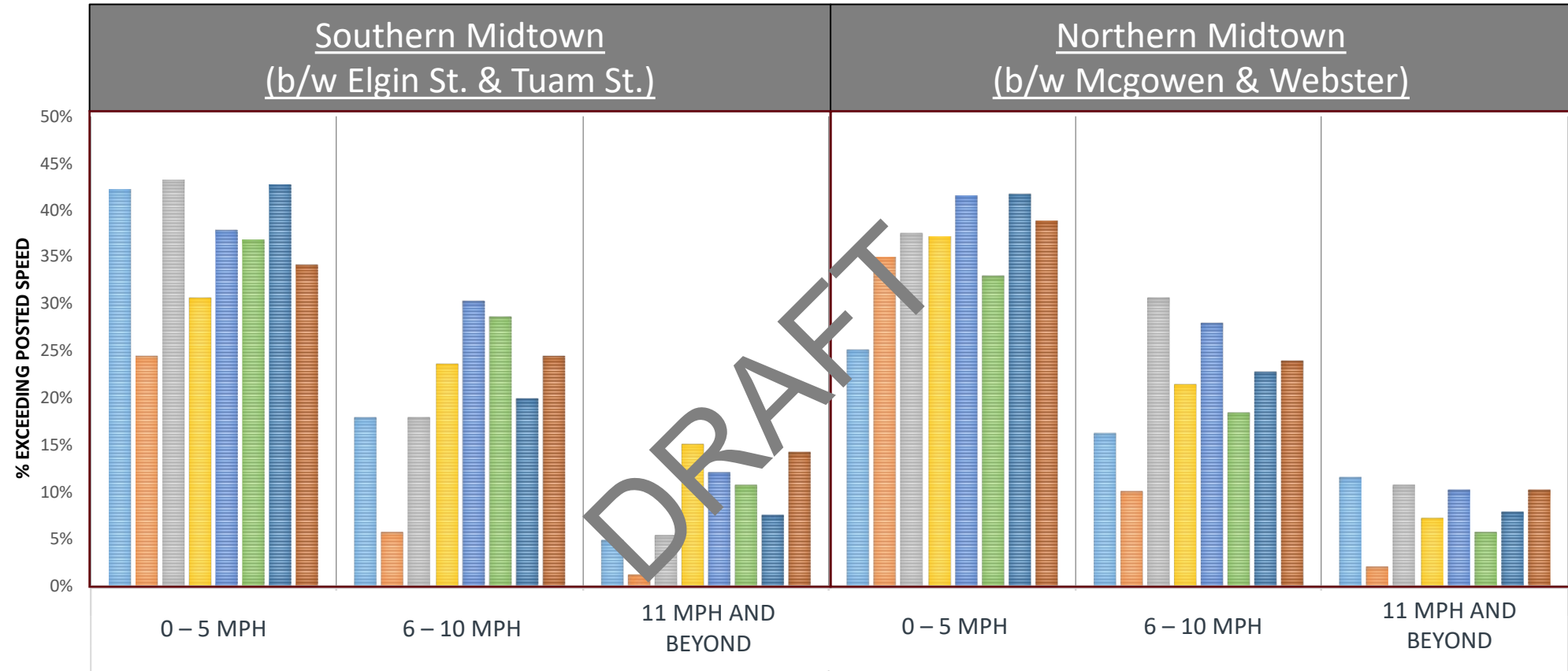


- The observed ‘exceeding speed limit by’ values are consistent overall, for each of the 8 corridors

Street Name	Direction	85th %ile Speed (MPH)		Posted Speed (MPH)	Exceeding Speed Limit By MPH
		Southern Midtown	Northern Midtown		
Crawford St.	NB	37.2	39	30	9.0
La Branch St.	SB	33.4	34.6	30	4.6
San Jacinto St.	NB	37.4	39.3	30	9.3
Fannin St.	SB	40.1	38.2	30	10.1
Travis St.	NB	39.5	39.2	30	9.5
Milam St.	SB	39.3	37.6	30	9.3
Louisiana St.	NB	38.2	38.5	30	8.5
Smith St.	SB	39.9	39	30	9.9
Average		38.1	38.2		8.8

VEHICLES EXCEEDING POSTED SPEED LIMIT

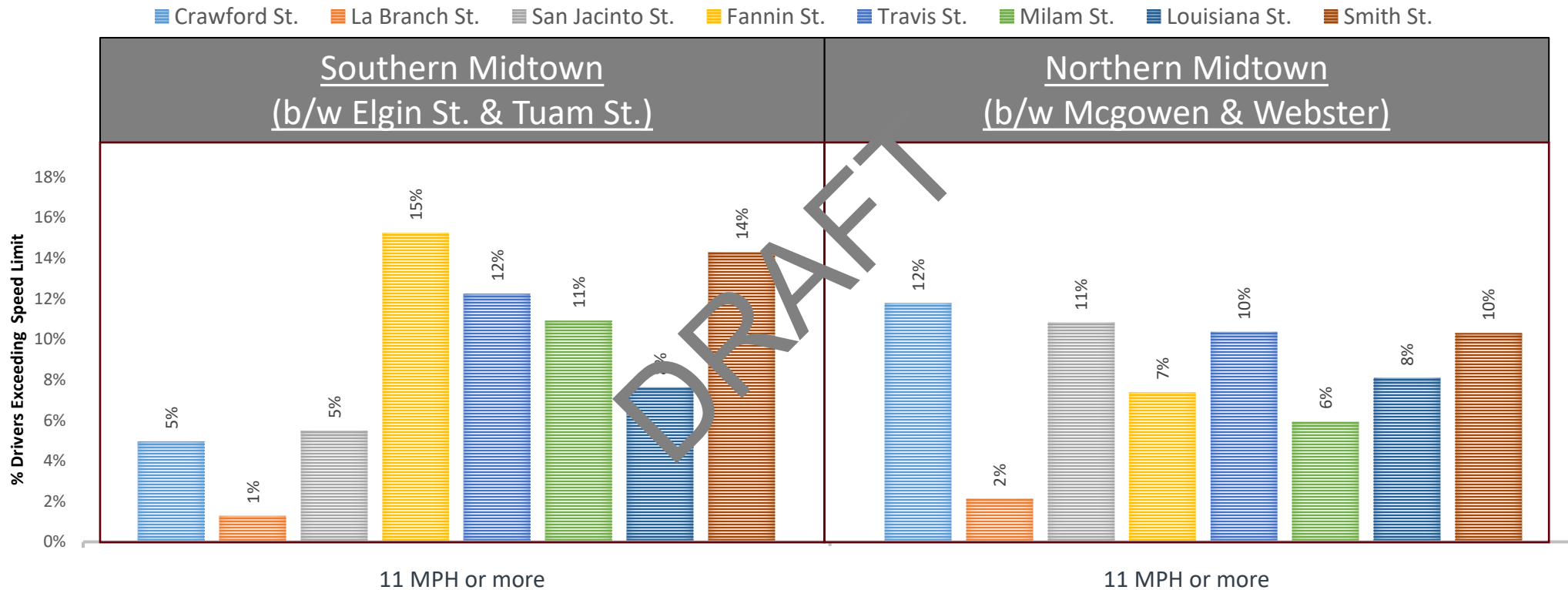
■ Crawford St.
 ■ La Branch St.
 ■ San Jacinto St.
 ■ Fannin St.
 ■ Travis St.
 ■ Milam St.
 ■ Louisiana St.
 ■ Smith St.



	0 – 5 MPH	6 – 10 MPH	11 MPH AND BEYOND	0 – 5 MPH	6 – 10 MPH	11 MPH AND BEYOND
Crawford St.	42%	18%	5%	25%	16%	12%
La Branch St.	25%	6%	1%	35%	10%	2%
San Jacinto St.	43%	18%	5%	38%	31%	11%
Fannin St.	31%	24%	15%	37%	22%	7%
Travis St.	38%	30%	12%	42%	28%	10%
Milam St.	37%	29%	11%	33%	19%	6%
Louisiana St.	43%	20%	8%	42%	23%	8%
Smith St.	34%	25%	14%	39%	24%	10%

Highest Exceeding Speed Observations

VEHICLES EXCEEDING POSTED SPEED LIMIT (%)



- The highest proportions of vehicles exceeding the speed limit were observed on Fannin St, Travis St and Smith St

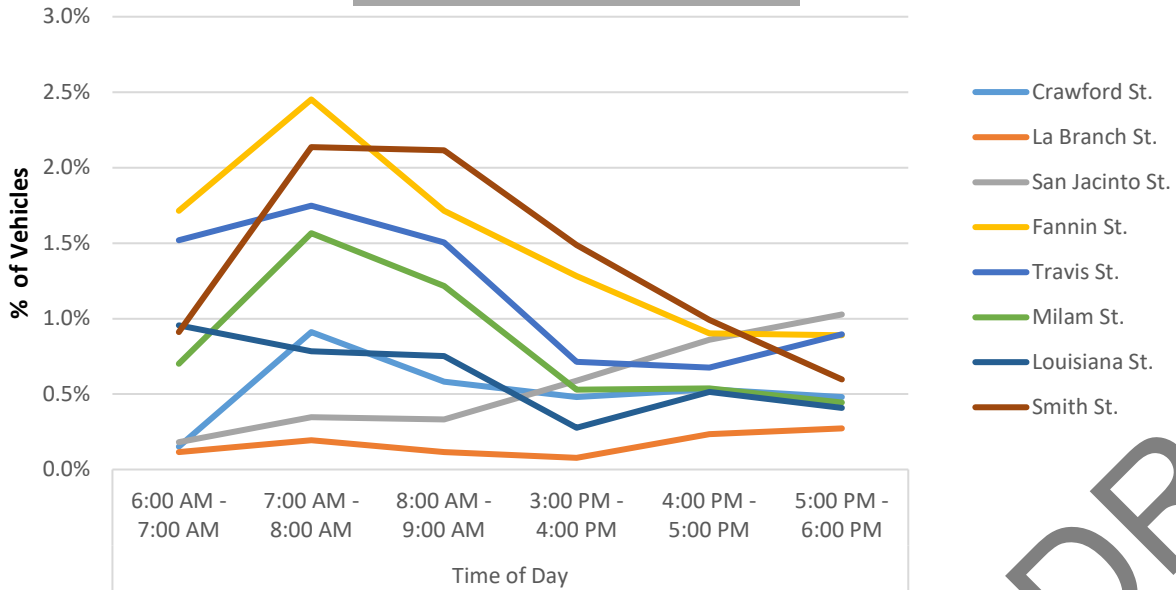
Exceeding Speed Limits - by Time of Day

Street Name	Vehicles Exceeding Posted Speed Limit							
	Southern Midtown (b/w Elgin St. & Tuam St.)				Northern Midtown (b/w McGowen & Webster)			
	11 - 15 MPH		16 MPH and Above		11 - 15 MPH		16 MPH and Above	
	%	Time of Day	%	Time of Day	%	Time of Day	%	Time of Day
Crawford St.	4%	7:00 AM-8:00 AM	1%	7:00 AM-8:00 AM	8%	3:00 PM-4:00 PM	3%	4:00 PM-5:00 PM
La Branch St.	1%	5:00 PM-6:00 PM	0%	10:00 AM-11:00 AM	1%	7:00 AM-8:00 AM	0%	7:00 AM-8:00 AM
San Jacinto St.	4%	5:00 PM-6:00 PM	1%	5:00 PM-6:00 PM	9%	4:00 PM-5:00 PM	2%	3:00 PM-4:00 PM
Fannin St.	11%	7:00 AM-8:00 AM	4%	7:00 AM-8:00 AM	6%	7:00 AM-8:00 AM	2%	3:00 PM-4:00 PM
Travis St.	9%	7:00 AM-8:00 AM	3%	7:00 AM-8:00 AM	8%	7:00 AM-8:00 AM	2%	7:00 AM-8:00 AM
Milam St.	9%	7:00 AM-8:00 AM	2%	7:00 AM-8:00 AM	5%	7:00 AM-8:00 AM	1%	7:00 AM-8:00 AM
Louisiana St.	6%	6:00 AM-7:00 AM	2%	7:00 AM-8:00 AM	7%	6:00 AM-7:00 AM	1%	7:00 AM-8:00 AM
Smith St.	11%	7:00 AM-8:00 AM	4%	7:00 AM-8:00 AM	7%	7:00 AM-8:00 AM	3%	7:00 AM-8:00 AM

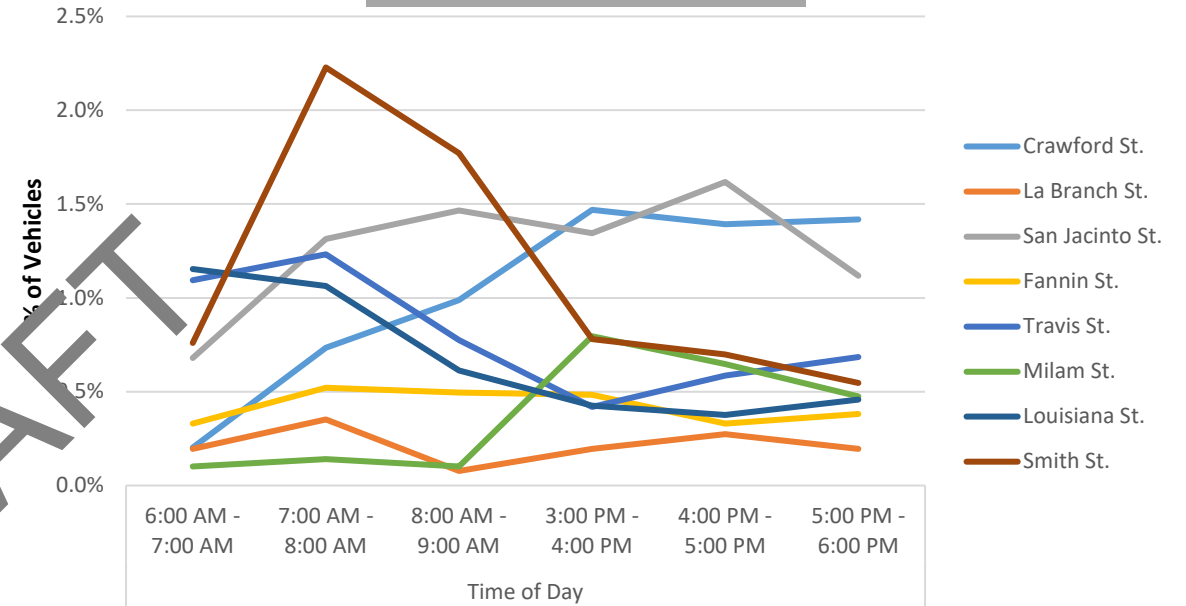
- It was observed that Travis St. and Milam St. experience the highest combined average percentages of vehicles exceeding the posted speed limit compared to the other one-way couplets.
- The Time of Day for the highest volume of vehicles exceeding the speed limit by 11 MPH and beyond was recorded between 7:00 AM to 8:00 AM at Travis St. and Milam St.

Exceeding Speed Limits 11 MPH or more - by Time of Day

Southern Midtown



Northern Midtown



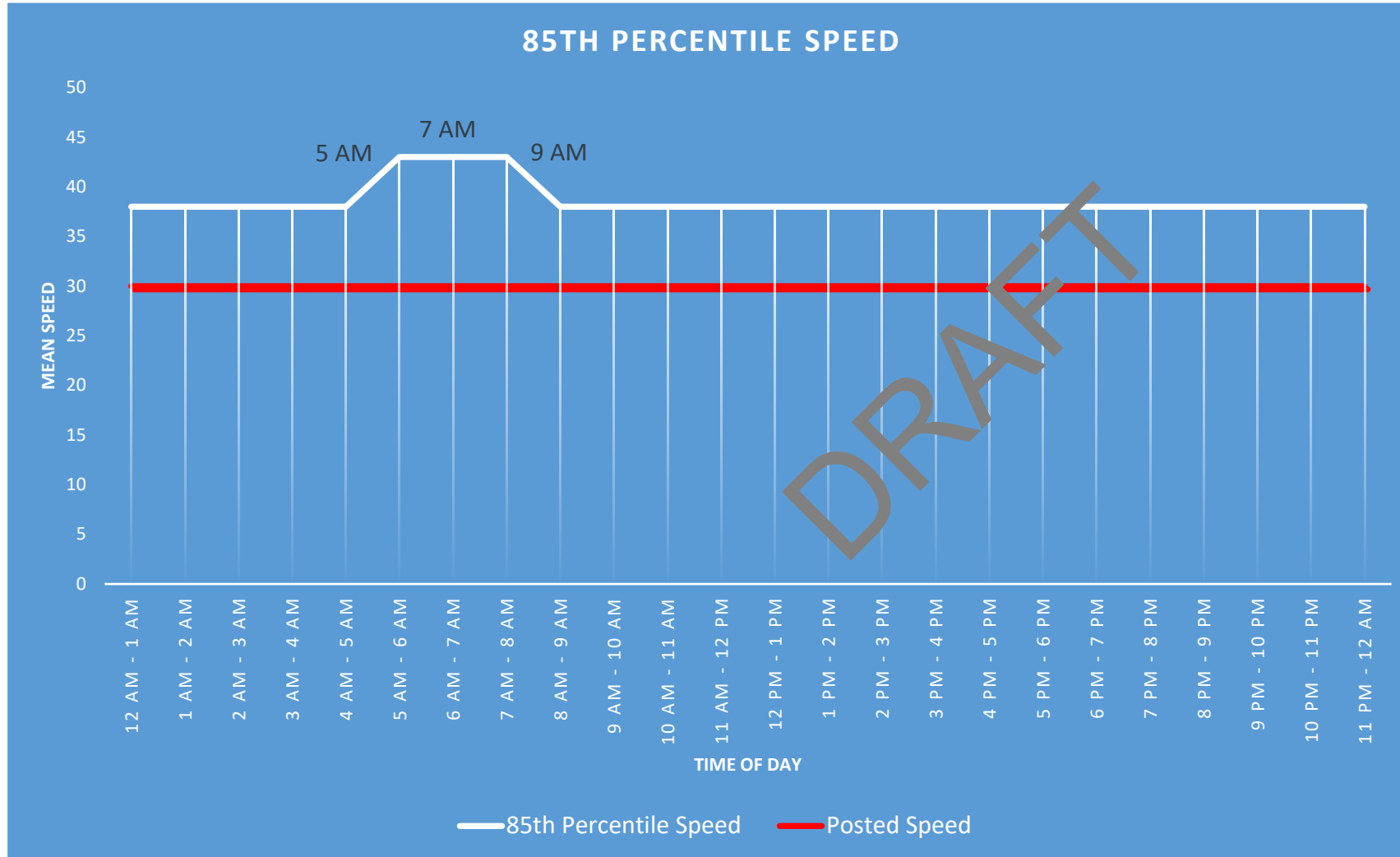
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Street Name	Time of Day					
	6:00 AM - 7:00 AM	7:00 AM - 8:00 AM	8:00 AM - 9:00 AM	3:00 PM - 4:00 PM	4:00 PM - 5:00 PM	5:00 PM - 6:00 PM
Crawford St.	0.2%	0.9%	0.6%	0.5%	0.5%	0.5%
La Branch St.	0.1%	0.2%	0.1%	0.1%	0.2%	0.3%
San Jacinto St.	0.2%	0.3%	0.3%	0.6%	0.9%	1.0%
Fannin St.	1.7%	2.5%	1.7%	1.3%	0.9%	0.9%
Travis St.	1.5%	1.7%	1.5%	0.7%	0.7%	0.9%
Milam St.	0.7%	1.6%	1.2%	0.5%	0.5%	0.4%
Louisiana St.	1.0%	0.8%	0.8%	0.3%	0.5%	0.4%
Smith St.	0.9%	2.1%	2.1%	1.5%	1.0%	0.6%

Street Name	Time of Day					
	6:00 AM - 7:00 AM	7:00 AM - 8:00 AM	8:00 AM - 9:00 AM	3:00 PM - 4:00 PM	4:00 PM - 5:00 PM	5:00 PM - 6:00 PM
Crawford St.	0.2%	0.7%	1.0%	1.5%	1.4%	1.4%
La Branch St.	0.2%	0.4%	0.1%	0.2%	0.3%	0.2%
San Jacinto St.	0.7%	1.3%	1.5%	1.3%	1.6%	1.1%
Fannin St.	0.3%	0.5%	0.5%	0.5%	0.3%	0.4%
Travis St.	1.1%	1.2%	0.8%	0.4%	0.6%	0.7%
Milam St.	0.1%	0.1%	0.1%	0.8%	0.6%	0.5%
Louisiana St.	1.2%	1.1%	0.6%	0.4%	0.4%	0.5%
Smith St.	0.8%	2.2%	1.8%	0.8%	0.7%	0.5%

- The highest average number of vehicles exceeding the posted speed limit by 11 MPH or more occurred during 7:00 AM to 8:00 AM and 4:00 PM to 5:00 PM for all corridors

Mean 85th Percentile Speed by Time of Day



- The graph depicts the mean 85th percentile speed for all corridors combined, by time of day
- Observed speeds are above the posted speed for all times of day
- Highest mean speeds were observed between 6 AM to 8 AM

Multimodal Safety Analysis

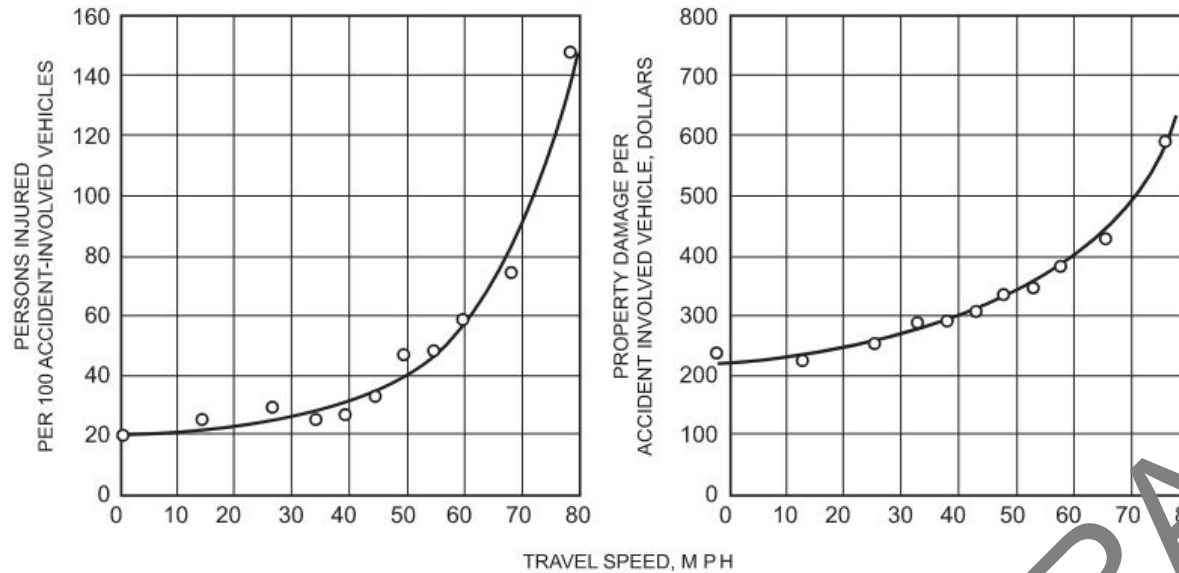


Figure 3E-2. Persons Injured and Property Damage per Crash Involvement by Travel Speed

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Table 17-6. Potential Crash Effects of Installing Changeable Speed Warning Signs for Individual Drivers (7)

Treatment	Setting (Road Type)	Traffic Volume	Crash Type (Severity)	CMF	Std. Error
Install changeable speed warning signs for individual drivers	Unspecified (Unspecified)	Unspecified	All types (All severities)	0.54	0.2

Base Condition: Absence of changeable speed warning signs.

- Highway Safety Manual (HSM), 1st Edition, identifies increased Travel Speed directly proportional to increased crash rates and property damages.
- HSM also identifies installation of Speed Feedback Signs as a holistic approach for reduction in Crash rates to a road network.
 - Table 17-6 in HSM provides the Crash Modification Factor of **0.54** for installation of Speed Feedback Signs, indicating up to **46% reduction** in expected average crash frequency.

Correlation b/w Impact Speed and Pedestrian Survival Rates



Source: FHWA.



Source: Institute of Transportation Engineers

- Speeds in relation to safety:
 - Higher speed results in longer stopping distance
 - Higher speed impacts result in a higher percentage of fatalities
 - NHTSA’s Fatality Analysis Reporting System (FARS) found that, in 2021, there were 12,330 speeding-related fatalities, **29 percent** of total traffic fatalities for the year
- All studied roadways have a posted speed of 30 MPH
- Travis St and Milam St observed **9%** of vehicles traveling between 11-15 MPH over the speed limit

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Case Studies on Speed Feedback Signs

A case study published by FHWA, report number HRT-14-020, titled Evaluation of Dynamic Speed Feedback Signs (DSFS) and performed by the Center for Transportation Research and Education, Iowa State University reveals that installation of Dynamic Feedback Signs:

- Reduced the mean speeds up to 10.9 MPH on average
- Reduced 85th percentile speed by 3 MPH or more
- Large reduction in the number of vehicles traveling over posted speed limits for all periods of time
- Crash reduction by 7%.

A similar study published by FHWA, report number TX 04/0-1475-1, conducted on a mix of sites, supports the following facts:

- Average 85th percentile speed reduction up to 5 MPH
- Reduction in percent vehicles exceeding posted speed by up to 60%

Summary of Observations

- Increase in number of lanes correlated to increased travel speeds.
- 85th percentile speed similar for both, northern and southern midtown sections.
- Out of the 4 one-way pairs, Travis and Milam were found to have the most significant proportion of drivers exceeding the speed limit by 11 MPH or more
- Time of day – It was observed that 7 AM to 8 AM was the hour with the highest number of vehicles exceeding speed limits during the 24 hours for all corridors.
- For all 4 one-way pairs, the maximum proportion of speeding vehicles occurred during the AM and PM peak periods (6 to 9 AM and 4 to 7 PM)

Recommendations

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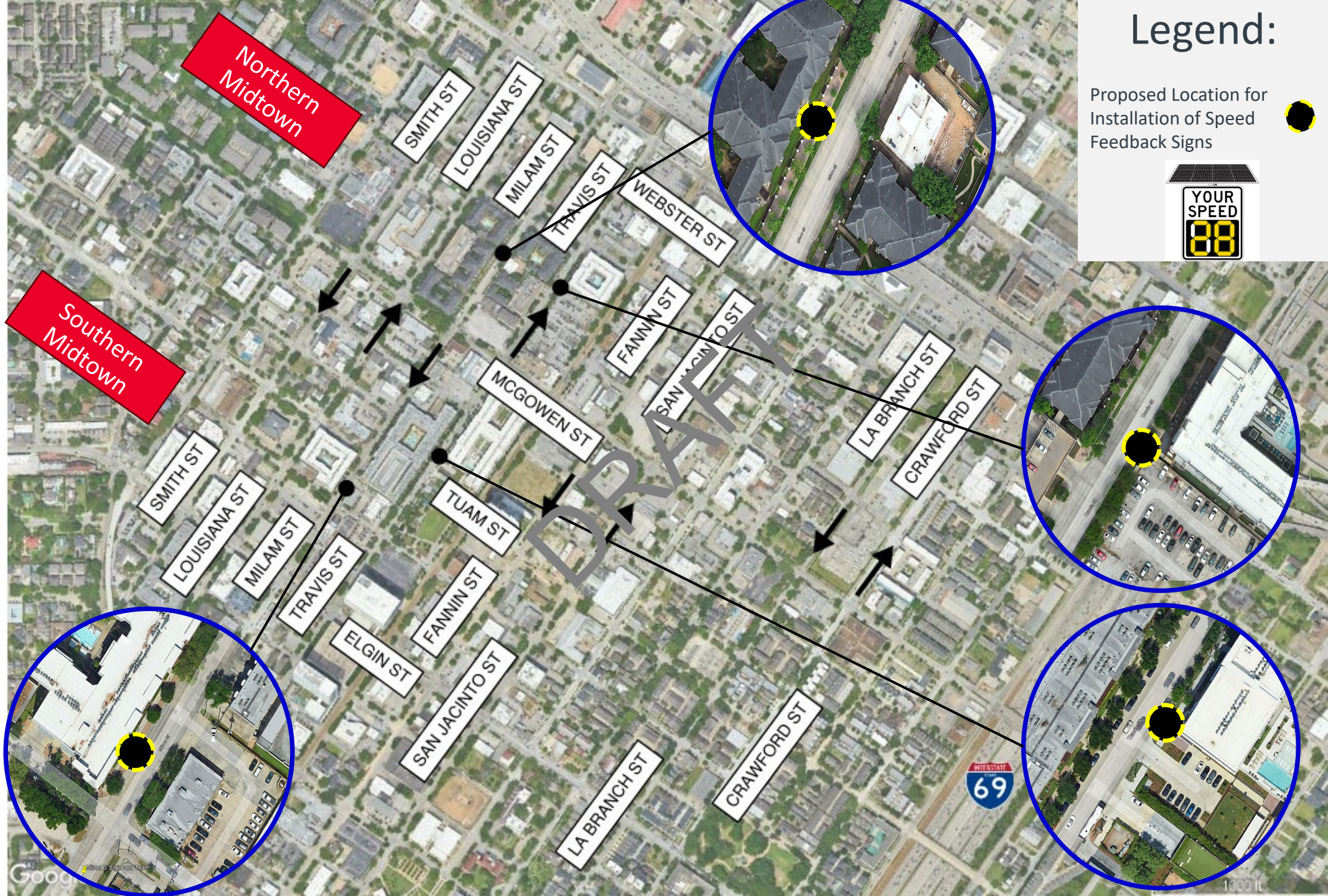
Recommendations – Speed Feedback Sign

- Based on the observations summarized previously, **Travis St** and **Milam St** should be considered for installation of speed feedback signs.
- These corridors were selected due to
 - the highest proportion of drivers observed exceeding the speed limit by 11 – 15 MPH over the speed limit
 - the highest proportion of drivers observed exceeding the speed limit by 16 MPH or more over the speed limit

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Legend:

Proposed Location for Installation of Speed Feedback Signs



Cost Estimate

No.	Item	TxDOT Specification Item No.	Median Price	
			TxDOT Avg Bid (Furnish & Install)	From Vendor (Furnish Only)
1	Speed Feedback Sign Unit	6490-6001	\$ 6118	\$ 5500
2	Static Speed Limit Sign	644	\$ 750	\$ 140
3	Pole Assembly	687-6001	\$ 2627	\$ 2060
Total			\$ 9495	\$ 8100

- The total price for each Dynamic Speed Feedback Sign (DSFS) including furnishing, and installation on each respective location, ranges from **\$10,000 to \$15,000** approx. based on published TxDOT bid prices and our research of the current market rates.

- Factors that affect the pricing include but are not limited to the following:

- Power Supply type (AC/Solar) and Housing Assembly (Integrated/Separate)
- Size, Color and Strobe of Display (Ranging from 8 inches – 30 inches)
- Manufacturer
- Warranty Period
- Features (Wi-Fi/Bluetooth enabled, Cloud access, Traffic Collection software, etc.)

- DSFS classified under TxDOT’s Bid item exclude the cost of electrical services such as conduits, ground box, cable conductors, etc.

Vendor - TranTex

SPEEDCHECK-15

Customized Data Sheet and Solar Power Report

Midtown, Houston, Texas	
Region: Midtown, Houston, TX, USA	
ID: 726765	Model: SPEEDCHECK-15

Quality radar speed sign systems packed with features:

- ✓ Large 15" LED digits with various static sign sizes
- ✓ Optional "SLOW DOWN" message, strobes and external beacons available
- ✓ High contrast display for greatest readability at a distance
- ✓ Mobile app for iOS® and Android™
- ✓ Stealth mode
- ✓ Calendar/schedule operation
- ✓ Data collection with visualization and reporting software
- ✓ Easy installation and connectivity
- ✓ 3-year warranty



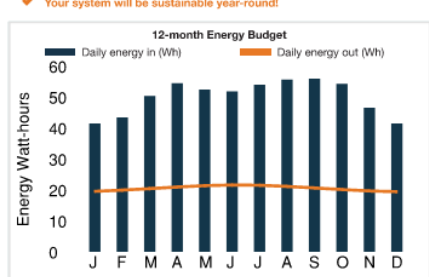
CONNECTIVE CAPABILITIES

LOCATION PROFILE	
Shading	30% reduction applied to insolation to account for typical site shading
Min. Average Temperature	50.1 °F (10.1 °C)
Min. Peak Sun Hours	3.7



SYSTEM OPERATING PROFILE	
Average Daily Traffic	6000
Solar Panel	30 W
System Voltage	12 volts DC
Battery Capacity	18 amp hours

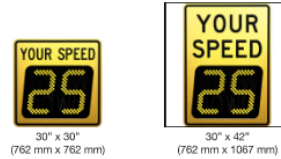
SOLAR POWER REPORT (Based on your location profile)	
This custom report demonstrates that our solar-powered sign is sustainable and reliable year-round at your location.	
Battery Autonomy (recommended > 7 days)	9.0 Days
Array-To-Load Ratio (recommended > 1.2)	2.1



SPEEDCHECK-15

Customized Data Sheet and Solar Power Report
1.844.412.8395 | traffic@carmanah.com | carmanah.com

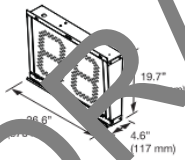
"YOUR SPEED" STATIC SIGN	
Size	30" x 42"
Color	Yellow
Sheeting	High Intensity Prismatic (HIP)



OPTIONAL PRODUCT FEATURES	
Slow Down	Yellow
Strobe*	None

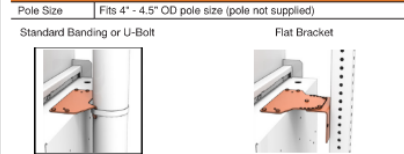
* not FHWA MUTCD compliant

LED DISPLAY



LED Display	Meets MUTCD legibility standards for character height and LED color for roadway with speed limits under 45 mph Segmented digit design using amber LEDs LEDs automatically dim during nighttime operation, minimizing light bleed into neighboring windows Includes stealth mode for data collection
Radar	3rd-party tested radar detection range to 1000 ft Single-direction, K Band Doppler radar (+/- 1 mph) with 12" radar beam width
Construction	Corrosion-resistant aluminum chassis with stainless steel hardware 1/4" polycarbonate window protects digital display from weather and vandalism
Enclosure Color	Natural

LED DISPLAY MOUNTS



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POWER OPTIONS



Integrated Solar Kit	Includes solar panel, charge controller and batteries; lower cost option
Separate solar panel & battery cabinet	Cabinet: 15.7" x 8.2" x 21.0" (399 mm x 208 mm x 534 mm) Weatherproof, gasketed cabinet with vents for ambient air transfer tested to NEMA 3R; lockable, hinged door with #2 lock Includes batteries, charge controller, room for 3rd-party devices

SOLAR PANELS AND MOUNTS

Mount	Top of Pole
Solar panel	30 W 21.5" x 15.7" (545 mm x 400 mm)

INCLUDED WITH EVERY SIGN

Software	SpeedCheck Manager mobile app and EC software for setup and programming, including calendar scheduling and data collection, via Bluetooth Traffic Analyzer software for data visualization and reporting
Warranty	3-year limited warranty on LED display 1-year limited warranty on batteries
Support	Carmanah's North American product support technologists available for solution building, solar sizing and troubleshooting 24/7 access to Carmanah's online Product Support Center database

COMMUNICATION AND DATA COLLECTION

Local communication	Bluetooth, direct serial (cable) and third-party device communication options available
Remote Monitoring	Optional StreetHub model includes fully integrated monitoring unit from the factory and Glance cloud-based software for two-way communication

Access to Carmanah's solar sizing tool and the Solar Power Report is provided to you for informational purposes only. Carmanah expressly disclaims all representations and warranties with respect to such tool and report, including, without limitation, that they will meet your requirements, achieve any intended results, or be error-free. By using such tool and report, you agree and understand that solar simulations are estimates based on historical data only and cannot be relied upon as representations of future performance. Factors such as (without limitation) the presence of buildings, trees, and other obstacles; the direction of the installed solar panel; added third-party equipment; and any improper maintenance of solar panels and batteries, may dramatically affect our product's performance and lifespan. Your use of the solar sizing tool, Carmanah's website, and the report and other material generated by them, are subject to our Terms of Use, which can be found at <https://carmanah.com/policies/website-terms-of-use/>

HISTORY:

- Established in Houston, TX in 1984, with the parent company TransLine Inc. and a registered Data Universal Numbering System (DUNS) #118494963.

LOCATIONS:

- Houston
- Grand Prairie
- San Antonio, and
- Austin and 7 other locations in the US; OKC, OK / Port Allen, Louisiana / Phoenix, AZ / and in Florida - Jacksonville, Miami, Orlando and Tampa

LEAD TIME:

- Delivery in 4 – 6 weeks from PO.

Performance Metrics

- To evaluate the effectiveness of Dynamic Speed Feedback Signs (DSFS), field data will be collected for travel speeds downstream during 3 study periods for the selected streets:
 - i. Before the DSFS is installed
 - ii. 2 weeks after the DSFS is installed
 - iii. 3 months after the DSFS installation
- The before study was performed to establish existing speed trends, outlined earlier in the presentation.
- The first study after installing the DSFS, will determine how the sign initially affects traffic.
- A subsequent study will determine if the initial speed reduction observed after DSFS installation is maintained over time.

Performance Metrics

- To evaluate the effectiveness of speed feedback signs, the following criteria are proposed:
 1. Reduction in the 85th percentile speed by 3 MPH or more
 2. Reduction in the proportion of vehicles traveling over posted speed limits for all periods of time

Over Speed Limit By			
16 MPH or more		11– 15 MPH	
Current	Target	Current	Target
1% – 3%	0%	5% – 9%	5% or less

REFERENCES

- Case Study
 - Case 1: www.fhwa.dot.gov/publications/research/safety/14020/index.cfm
 - Case 2: <https://static.tti.tamu.edu/tti.tamu.edu/documents/0-4475-1.pdf>
- Cost Estimate:
 - [TxDOT Bid Item Averages](#) for Specification 6490-6001
- Manual of Uniform Traffic Control Devices (MUTCD) 11th Edition
- Federal Highway Administration
- Institute of Transportation Engineers

Midtown/HPD Community Engagement Program

The following proposal is to add the presence of uniformed Houston Police Department officers to patrol the boundaries of Midtown. These officers would ride in pairs wearing the highly recognizable neon yellow police uniform. The initial proposal would be for 2 officers riding in four-hour shifts for a total of four days a week. This could be expanded based on the desire of the management district or community input at anytime.

The officers' duties would be to patrol via bicycle along the established boundaries of the Midtown community. During the course of these patrols, officers would actively seek out businesses that are open and introduce themselves and engage with the community on a more personable level. This is accomplished by entering the businesses, and for the officers get to know the community they serve and vice versa. The shifts and days of week worked would vary so more members of the community are able to be reached.

Officers will be equipped with all necessary equipment to effect their duties the same as if they were in a marked patrol car. They would be able to issue citations, parking citations and make arrests when necessary. This would involve contacting a marked unit to transport the suspect to jail.

****Note****

(With an arrest or a report, this could cause officers to get over their budgeted four hour slot and would require extra pay to complete the necessary paperwork required by law or the Department.)

Expansion could be more officers or more days a week. The breakdown of numbers are as follows:

$2 \text{ Officers} \times 4 \text{ Hours} \times \$55.00 = \$440 \text{ per day}$

$\$440/\text{day} \times 4 = \$1,760 \text{ per week}$

$\$1,760/\text{Week} \times 4 = \$7,040 \text{ per Month}$

$\$7,040/\text{Month} \times 6 = \$42,240 \text{ per 6 months}$

Or

$\$42,240 / 6 \text{ Months} \times 2 (1 \text{ Year}) = \$84,480$

Extra Expense or coordinating and scheduling Officers per week and submitting payroll would be \$500 biweekly.

$\$42,240 + \$6,000 = \$48,240 \text{ Total for 6 months or}$

$\$84,480 + \$12,000 = \$96,480$ Total for 1 Year

I, Sergeant Brian Alms, would be the person coordinating and ensuring the program is conducted as described. I would be the point of contact for any issues that needed to be resolved or worked out. I would personally be responsible for ensuring the shifts are filled and budget submitted to payroll.

I can be reached with any further questions regarding this program at 832-394-0241 or by email at balms16@gmail.com

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