

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**September 16, 2020**

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

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY  
AND  
REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON, TEXAS**

**NOTICE OF JOINT MEETING**

**TO: THE BOARD OF DIRECTORS OF THE OLD SIXTH WARD REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Old Sixth Ward Redevelopment Authority (the "Authority") will hold a joint meeting with the Board of Directors of the Reinvestment Zone Number Thirteen, City of Houston, Texas (the "Zone") to be held on **September 16, 2020, at 5:30 p.m.**, via telephonic communication\*. To attend the meeting please use the following URL <https://bracewell.webex.com/bracewell/j.php?MTID=meeab9fc737b7bad7445a2fa5ebf5a7e2> or dial **US Toll free 1.855.282.6330**, when prompted enter **Access Code 145 571 0193#** and join as a participant to consider and take action upon the following matters:

\* In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended various open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as the Authority and the Zone, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda. For an electronic copy of agenda documents, please refer to the following link: <https://bracewell.sharefile.com/d-s59536e3c9b8431a8>

**Introductions and Meeting Guidelines.**

1. Receive public comment.  
\*Members of the public are invited to speak during this portion of the agenda. If you would like to speak please contact the Authority/Zone by referencing the following email [Sherry Weesner sherry@old6wardtirz.org](mailto:sherry@old6wardtirz.org) and let us know before the meeting that you wish to speak.
2. Minutes of the previous meetings:
  - a. the Authority; and
  - b. the Zone.
3. Reconstitute Board of Directors.
4. Committee Assignments.
5. Administrator Report, including:
  - a. CIP;
  - b. Potential Life Extension/Annexation/Project Plan Amendment; and
  - c. Discussion and possible action Building Inspection Proposal.
6. Projects and Engineering:
  - a. Project Committee Report;
  - b. Discuss and possible action of Approval of the Lovett Design Submittals pertaining to Developer Agreement; and
  - c. Discussion and possible action -Approval of Mobility Study Proposal.
  - d. Engineering Consultant's Report;
    - i. Update on Dow School Park;
    - ii. Update Substitute Sanitary Sewer Service; and
    - iii. Update and discuss Possible Action for Hemphill Project; and
    - iv. General Engineering work authorizations.

- e. Approve related pay estimates or change orders, or other design, construction or management contract administration items, and authorize other appropriate action.
7. Financial Matters:
  - a. Finance Committee Report;
  - b. Discussion and Possible Action – Update to Invoice Management Procedure.
  - c. Receive Financial Report Summary, including account and fund activity statements, and investment report;
  - d. Authorize payment of invoices;
  - e. Approve audit for fiscal year ending June 30, 2020 and authorize filing with the City of Houston;
  - f. Adopt Order Evidencing Review of Investment Policy and List of Qualified Brokers; and
  - g. Other matters, if any.
8. Communications and Public Engagement:
  - a. Communications and Public Engagement Committee Report;
  - b. Discussion and Possible Action – Approval of Graphics and Website Proposal recommendation; and
  - c. Discussion and Possible Action -Media and Communications Policy
  - d. Other matters, if any.
9. Executive Session – the Authority:
  - a. confer with legal counsel, Open Meetings Act, V.T.C.A., Government Code § 551.071;
  - b. purchase, exchange, lease or value of real property, Open Meetings Act, V.T.C.A., Government Code § 551.072; and
  - c. economic development negotiations, Open Meetings Act, V.T.C.A., Government Code § 551.087.
10. Executive Session – the Zone:
  - a. confer with legal counsel, Open Meetings Act, V.T.C.A., Government Code § 551.071;
  - b. purchase, exchange, lease or value of real property, Open Meetings Act, V.T.C.A., Government Code § 551.072; and
  - c. economic development negotiations, Open Meetings Act, V.T.C.A., Government Code § 551.087.
11. Reconvene and take any necessary action regarding items discussed in executive session.
12. Items for next meeting.
13. Adjourn.

*Clark Stockton Lord*

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Clark Stockton Lord  
Attorney for the Authority and the Zone

**Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact Bracewell LLP at (713) 221-3338 at least three business days prior to the meeting so that the appropriate arrangements can be made. For live closed captions of the meeting please refer to the following link <https://www.streamtext.net/player?event=TIRZ13>**

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

June 17, 2020

The Board of Directors (the “Board”) of Old Sixth Ward Redevelopment Authority (the “Authority”), convened in regular session, open to the public, by telephonic or video conference, on the 17th day of June, 2020, pursuant to the March 16, 2020 action by the Governor of the State of Texas under Section 418.016 of the Texas Government Code suspending certain provisions of the Texas Open Meetings Act, and the roll was called of the duly constituted officers and members of said Board, to wit:

Phil C. Neisel	Chair
Larissa Lindsay	Secretary
Cynthia Card	Assistant Secretary
Ann Guercio	Director
Claude Anello	Director
Grace Zuniga	Director
Alison N. Maillet	Director

All members of the Board of Directors were present, except Director Anello thus constituting a quorum.

Also present were: Marie Bryant of CART Services; Sara Montelongo of Senator Carol Alvarado’s office, District Six of Harris County; Stephen Klimas of Lovett Homes; Geoff Carlton and Eleni Pappas of TEI; Monica Aizpurúa of Binkley and Barfield; Henry Morris of Houston Bike Share; Clark Lord and Tiffany Ehmke of Bracewell LLP, legal counsel; Jennifer Curley and Lisa Duffy with the City of Houston; Kyle Macy of Edminster Hinshaw Russ & Associates, (“Engineer”); Sherry Weesner of Principle Solutions, (“Administrator”); Melissa Morton of the Morton Accounting Services, (“Bookkeeper”).

Whereupon, the meeting was called to order. A copy of the notice of the meeting is attached hereto as Exhibit “A”.

**MEETING RULES**

Director Neisel reviewed the rules for the proper conduct of the Board meeting.

**DETERMINE QUORUM; CALL TO ORDER**

Director Neisel then noted that a quorum was present and called the meeting to order. He requested that the attendees introduce themselves.

## **PUBLIC COMMENT**

No public comments were given.

## **APPROVE MINUTES**

The Board considered approving the minutes of April 15, 2020 Authority. Upon a motion brought by Director Lindsay, seconded by Director Guercio, the Board approved the April 15, 2020 meeting minutes.

## **ADMINISTRATOR REPORT**

### Discuss possible action on potential Developer Agreements

#### 2121 Edwards and Sawyer Silos (South side of Summer Street Hemphill to Taylor)

The Board recognized Ms. Weesner who reported that Greystar submitted a proposal for the 2121 Edwards and Sawyer Silos (South side of Summer Street Hemphill to Taylor) project. She added that the Project Committee did an initial review and has requested additional information from Greystar. Ms. Weesner noted that once additional information has been received the project committee will bring the matter to the Board for further action and discussion.

## **PROJECTS AND ENGINEERING**

Ms. Weesner reported that the Project Committee reviewed the Lovett Design submittals.

### Discuss and possible action of approval of the Lovett Design submittals pertaining to Developer Agreement

Director Neisel provided a brief updated of the Project Committee's discussion on the Lovett Design submittals and noted that the proposal submitted are in compliance per the Developer Agreement.

### Discuss recommendations, approval of vendor related to Mobility Study RFQ

Director Neisel reported on the RFQs received for the Mobility Study for the Pedestrian/Bike Mobility Program. He stated the Project Committee met with two firms and reviewed materials and presentations. He reported that the Project Committee recommends the Board approve TEI to perform the Mobility Study for the Pedestrian/Bike Mobility Program. After consideration, upon a motion brought by Director Lindsay, seconded by Director Zuniga, the Board unanimously voted to enter into negotiations with TEI the Mobility Study for the Pedestrian/Bike Mobility Program.

Next, Director Neisel stated he would like to bring the item on the Supplemental Agenda to the Board for discussion, a copy of which is attached hereto as Exhibit “B”. The Board recognized Mr. Morris who presented a proposal for two bike share stations (BCycle) to be installed near 1818 Washington Ave, Houston, TX, 77007 and the Buffalo Brew House. He added that the requested amount for contribution from the Authority has reduced to \$11,242. After review, upon a motion brought by Director Lindsay, seconded by Director Guercio, the Board unanimously voted to approve the proposal in the amount of \$11,242, a copy of which is attached hereto as Exhibit “C”.

### **Engineer’s Report**

Mr. Macy presented the engineer’s report, a copy of which is attached hereto as Exhibit “D”.

#### Update on Dow School Park

Mr. Macy provided a general update on the Dow School Park and noted the swing design is near completion,

#### Substitute Sanitary Sewer Connections, Phase 2B

Mr. Macy stated is reviewing closeout documentation for this project.

#### Update and discuss Possible Action for Hemphill Project, including work authorizations

Mr. Macy reviewed the Hemphill Project and plans on meeting with the City of Houston soon for the first design concept review.

#### General Work Authorizations

Mr. Macy reviewed the General Engineering Services for fiscal year 2021 in the amount not to exceed \$20,000 without prior authorization. He then reviewed the Hemphill Street Improvements and answered the Board’s questions related to both work authorization requests. Director Neisel added that the Project Committee has reviewed the project work authorizations and Mr. Macy has answered the Project Committee questions as well.

Next. Mr. Macy requested the Board approve the professional engineering services work authorization and the work authorization for the design phase of the Hemphill Street Improvements project . The Hemphill design phase will begin after HPW has approved the Hemphill design concept.

After consideration, upon a motion brought by Director Card, seconded by Director Zuniga, the Board unanimously voted to approve (i) the Engineer’s Report; (ii) the Work Authorizations for General Engineering Services and Hemphill Street design phase after HPW has approved the Hemphill design concept.

## **FINANCIAL REPORT**

### **Finance Committee Report**

#### **Discussion and Possible Action – Financial Oversight Process**

Director Card reviewed the Financial Oversight Process, a copy of which is attached hereto as Exhibit “E”. She then stated that the Financial Committee has approved the Oversight Process and requested the Board’s approval.

After review, upon a motion brought by Director Zuniga, seconded by Director Guercio, the Board unanimously voted to approve the Financial Oversight Process.

#### **Receive Financial Report Summary, including account and fund activity statements, and investment report**

Ms. Morton reviewed the financial report, including the profit and loss budget to actual, balance sheet, unpaid bills detail, general operating fund, and profit and loss detail reports. A copy of the financial report is attached hereto as Exhibit “F”. Director Neisel stated that the Project Committee reviewed related invoices and recommends approval for payment, the construction and engineering invoices. Director Card reported that the Finance Committee reviewed the finance invoices and recommends approval.

Director Card moved that the Board approve the financial report, payment of the invoices. Director Guercio seconded the motion, and the motion carried.

## **COMMUNICATIONS AND PUBLIC ENGAGEMENT COMMITTEE REPORT**

### **Communications and Public Engagement Committee Report**

#### **Discuss and possible action of RFP for Graphics and Website**

Director Guercio reviewed the request for proposal for website and graphic design, a copy of which is attached hereto as Exhibit “G”. She then listed recommended vendors that are familiar with website for entities for Authority/TIRZs and requested the Board’s approval to request proposals.

Upon a motion brought by Director Lindsay, seconded by Director Guercio, the Board unanimously voted to authorize request for proposals for website and graphic design.

#### **Discuss and possible action of Public Engagement Guidelines**

Director Guercio reviewed the proposed Public Engagement Guidelines for the Board’s consideration, a copy of which is attached hereto as Exhibit “H”. She answered the Board’s questions.

After review, upon a motion brought by Director Guercio, seconded by Director Zuniga, the Board unanimously voted to approve the Public Engagement Guidelines, including public input during the pre-engineering initial design phase of any construction project over \$200,000.

**EXECUTIVE SESSION**

There was no executive session for the month.

**ITEMS FOR NEXT MEETING**

No additional items were noted.

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DRAFT



Meeting minutes were approved and executed on \_\_\_\_\_, 2020.

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Secretary

DRAFT

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

June 17, 2020

The Board of Directors (the “Board”) of Reinvestment Zone Number Thirteen, City of Houston (the “Zone”), convened in regular session, open to the public, by telephonic or video conference, on the 17th day of June, 2020, pursuant to the March 16, 2020 action by the Governor of the State of Texas under Section 418.016 of the Texas Government Code suspending certain provisions of the Texas Open Meetings Act, and the roll was called of the duly constituted officers and members of said Board, to wit:

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**EXECUTIVE SESSION**

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**ITEMS FOR NEXT MEETING**

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DRAFT

Meeting minutes were approved and executed on \_\_\_\_\_, 2020.

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Secretary

DRAFT



August 13, 2020

Mr. Kyle Macy, P.E.  
**EHRA Engineering**  
10011 Meadowglen Ln.  
Houston, TX

**Re: Proposal for Professional Services  
COH MECA Building Phase 1 Visual Review, Houston, TX  
Walter P Moore Proposal No. 20-1880**

Dear Kyle:

Walter P Moore is pleased to submit this proposal to provide professional services for the referenced project.

This proposal is presented in order to establish a basis for the commencement of our scope of services for the Project. We anticipate that this Proposal and Agreement for Professional Services and attachments, when signed, will serve as our entire Agreement unless superseded by another document signed by both parties.

**Basis of Proposal**

This proposal is based on our phone conversation on August 11, 2020.

**Agreement**

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

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

Sincerely,

**WALTER P. MOORE AND ASSOCIATES, INC.**

Hakim Bouadi, Ph.D., P.E.  
Principal

Kasra Ghahremani, Ph.D., P.E.  
Associate

Attachments:  
Agreement for Services





## PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Terms Attached

**Project:** COH MECA Building Phase 1 Visual Review  
**Client:** EHRA Engineering  
**Client Contact:** Kyle Macy  
**Proposal Date:** August 13, 2020  
**Proposal Number:** 20-1880

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

**Project Description:** It is our understanding that EHRA would like Walter P Moore to provide a phase 1 visual structural condition assessment for the historic MECA building located at 1900 Kane Street in Houston, TX. The assessment will be limited to portions of the buildings than can be viewed without removal of finishes and will not include destructive or non-destructive testing.

Our proposal is based on the project as described. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

**Scope of Services:** As defined in the attached Schedule SD10 and this Agreement.

**Compensation:** Walter P Moore proposes to provide the defined Scope of Services on a Lump Sum Fee basis of **\$5,500**.

Compensation shall be equitably adjusted for changes in the scope of the project as described in the Project Description or changes in the scope of service as described in the Scope of Service.

### Additional Services

Walter P Moore proposes to provide Additional Services not included in the Scope of Services as requested and approved by the Client in writing. Additional Services shall be provided without invalidating this Agreement. Additional Services shall be compensated at a mutually agreed upon fee.

### Client's Responsibilities

The Client shall provide overall management and coordination of the Project. Walter P Moore agrees to participate in the coordination effort, to be led by the Client, in order that our Portion of the Project is coordinated with the designs and deliverables of the other members of the Project team.

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

### Project Schedule

Walter P Moore will endeavor to achieve the requirements of a reasonable schedule determined appropriate for the Project. Walter P Moore's fee for the defined Scope of Services is based, in part, upon the Project being executed in a timely manner without significant delays or interruptions.

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

- An executed copy of the Agreement for Professional Services
- Existing building drawings and reports (if available)

**Payment:** As defined in the attached Schedule T3.

**Limitation of Liability**

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

**Terms of Agreement**

In accordance with the attached Schedule T3.

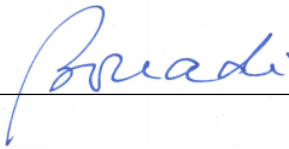
**Attachments:**

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

Schedule SD10: Scope of Services – Visual Review

Schedule T3: Terms of Agreement

Executed on this 13<sup>th</sup> day of August, 2020 by:

<b>Client: EHRA Engineering</b> Kyle Macy	<b>Walter P. Moore and Associates, Inc.:</b> Hakim Bouadi
	



## **SCHEDULE SD10**

### **SCOPE OF BASIC SERVICES**

#### Visual Review

#### **I. Basic Services**

- A. In general Walter P Moore's Scope of Basic Services will consist of a visual Phase I assessment documentation of the building described in the proposal letter in an effort to document typical distress conditions in the as-built structure. Our Phase I assessment will include a visual observation of the structure and field documentation of existing conditions. This phase does not include repair or fix of any distressed elements of the structure.
- B. The services will be performed under the supervision of a professional engineer licensed in the State of Texas.

#### **II. Phase I Condition Assessment**

- A. Walter P Moore will review available construction documentation to develop a general familiarity with the construction of the building.
- B. Walter P Moore will perform an onsite visual observation of the structure. This observation will be directed to evaluate typical conditions for the building. The site visit/s will be done at a time mutually acceptable to Walter P Moore and the CLIENT who will provide ready access to the site and provide any equipment necessary to reach any otherwise inaccessible areas of the structure.
- C. Walter P Moore will document the typical conditions for the structure. Walter P Moore will also provide a Phase I report based on visual observations of typical conditions for the structure that includes:
  - 1. Photo documentation of existing conditions.
  - 2. General observations.
  - 3. General recommendations for further action that may be required for typical structural distressed conditions.



## Schedule T3 TERMS OF AGREEMENT

### I. Fee Basis

- A. Lump Sum - Invoices and payments will be based on percent complete to date for work performed by Walter P. Moore and Associates, Inc., "WALTER P MOORE".
- B. If WALTER P MOORE is subpoenaed related to this project, or is requested by CLIENT to perform services in support of litigation or any other legal proceeding, including but not limited to by preparing a certificate of merit, or its equivalent, then CLIENT will be responsible for WALTER P MOORE'S fees on a time and material basis and such services shall be performed under a separate Agreement between WALTER P MOORE and CLIENT.

### II. Invoices and Payments

- A. WALTER P MOORE will prepare and present invoices to CLIENT and CLIENT shall pay WALTER P MOORE for approved invoices within thirty (30) days from date CLIENT receives invoice from WALTER P MOORE.
- B. Payment for the full fee is due to WALTER P MOORE upon completion of the project.

### III. Responsibilities of Client

- A. The CLIENT shall, with reasonable promptness, provide all available information regarding requirements for This Part of the Project.
- B. The CLIENT shall advise WALTER P MOORE of the identity and scope of services of other consultants participating in the Project.

### IV. Use of WALTER P MOORE's Documents

- A. Except for reference and coordination purposes in connection with future additions or alterations to the Work, Reports, Drawings, Specifications and other documents prepared by WALTER P MOORE are instruments of WALTER P MOORE's service for use solely with respect to this Project and, unless otherwise provided, WALTER P MOORE shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. WALTER P MOORE's Drawings, Specifications or other documents shall not be used by the CLIENT or others on other projects, or for completion of the Project by others except by agreement in writing and with appropriate compensation to WALTER P MOORE.
- B. WALTER P MOORE's Reports, Drawings, Specifications, Photographs, Data or other documents shall be used by WALTER P MOORE for internal and external training, teaching, publishing and marketing purposes. WALTER P MOORE will maintain confidentiality of the client names and project details if specifically requested to do so.

### V. Modifications of Documents

No changes shall be made to WALTER P MOORE's documents without written permission of WALTER P MOORE.

### VI. Insurance

WALTER P MOORE shall obtain insurance covering claims arising out of the performance of professional services under this Agreement and caused by errors, omissions, or negligent acts for which WALTER P MOORE is legally liable. This insurance shall be maintained in force by WALTER P MOORE for a reasonable period after the date of Substantial Completion of the Project as agreed to by the CLIENT and WALTER P MOORE.

### VII. Controlling Law and Disputes

The Agreement, and its interpretation and performance, shall to be governed by the laws of the United States of America and State of Texas notwithstanding any choice of law principles. Exclusive venue for any dispute arising out of the interpretation or performance of the Agreement shall be in county and state where the Project is located.

### VIII. Limit of Liability

- A. WALTER P MOORE shall meet the recognized standards of practice in performing the services covered by this Agreement. **WALTER P MOORE makes no other express or implied warranties regarding the performance or result of these services.**
- B. WALTER P MOORE shall not be responsible for the acts or omissions of the CLIENT, other consultants, CONTRACTOR, Subcontractors, or other persons performing any of the Work
- C. Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because these assumptions may not be verifiable without expending inordinate amounts of time and money, or damaging otherwise adequate and serviceable portions of the structure, the CLIENT shall, except for cases of proven negligence on the part of WALTER P MOORE, hold harmless, indemnify, and defend WALTER P MOORE from and against any and all claims arising out of the assumptions made regarding existing conditions in the performance of professional services provided under this Agreement.
- D. **To the maximum extent permitted by law, Client agrees to limit WALTER P MOORE's liability for claims arising from the Agreement to the sum of \$50,000 or WALTER P MOORE's paid fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.**

- E. WALTER P MOORE shall indemnify and hold harmless the CLIENT from and against all damages to the extent caused by the negligent acts or omissions of WALTER P MOORE for services performed under this Agreement.
- F. CLIENT shall indemnify and hold WALTER P MOORE harmless from and against all claims, damages, losses, and expenses, included but not limited to attorney's fees, to the extent caused by the negligent acts or omissions of CLIENT.

**IX. Successors and Assigns**

- A. The CLIENT and WALTER P MOORE, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor WALTER P MOORE shall assign this Agreement without written consent of the other.
- B. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Nothing contained in this paragraph shall prevent WALTER P MOORE from employing such independent professional associates and consultants as WALTER P MOORE may deem appropriate to assist in the performance of services hereunder.
- D. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and WALTER P MOORE, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and WALTER P MOORE and not for the benefit of any other party.

**X. Hazardous Materials**

WALTER P MOORE shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

**XI. Termination**

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**XII. Force Majeure**

In the event that WALTER P MOORE is obstructed, interrupted, or impeded, directly or indirectly, in performing any of its obligations under the Agreement by sickness, disease, infection, epidemic, government order, building closure, adverse weather, war, attack, labor unrest or shortage, civil unrest or any other occurrence beyond the control of WALTER P MOORE,

or by any complications, responses (e.g., COVID plans), or unreasonable risks arising from such occurrences, then WALTER P MOORE shall be excused from any further performance of its obligations under the Agreement and entitled to adjustment of the Project schedule and its compensation under this Agreement. Additionally, any obligation by WALTER P MOORE to attend an in-person meeting or site visit shall be: (a) excused if it would, in WALTER P MOORE's judgment, be unsafe or its purposes may be satisfied virtually, and (b) subject to any reasonable protocols that WALTER P MOORE has adopted for the health and safety of its employees.

**XIII. Waiver**

The failure on the part of either party, at any time, to require full performance by the other party of any portion of the Agreement, shall not be deemed a waiver of, or in any way affect, that party's rights to enforce such provisions or any other provision at a later time. Any waiver by any party of any provision or on any occasion shall not be taken or held to be a waiver of any other provision or on any other occasion.

**XIV. Severability and Survival of Terms**

If any one or more provisions of the Agreement, any portion thereof, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of the Agreement or the application of such provisions to other persons or circumstances, and the balance of the Agreement shall be enforced to the greatest extent permitted by law. Limitations of liability and remedies and all indemnity obligations shall survive termination of the Agreement for any cause.

**XV. Dispute Resolution**

- A. If a dispute arises out of or relates to this contract or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration or litigation.

**XVI. Meaning of Terms**

- A. WALTER P MOORE - WALTER P MOORE shall mean Walter P. Moore and Associates, Inc. and WALTER P MOORE'S independent professional associates or consultants.
- B. CLIENT - CLIENT shall mean the party with whom this contract is executed by WALTER P MOORE.
- C. CONTRACTOR-- CONTRACTOR shall mean a third party, if any, engaged to provide construction services based on the Work provided by WALTER P MOORE.



Walter P Moore is an international company of engineers, architects, innovators, and creative people who solve some of the world's most complex structural, technological, and infrastructure challenges. Providing structural, diagnostics, civil, traffic, parking, transportation, enclosure, technology consulting, and construction engineering services, we design solutions that are cost- and resource-efficient, forward-thinking, and help support and shape communities worldwide. Founded in 1931 and headquartered in Houston, Texas, our 600+ professionals work across 20 U.S. offices and five international locations.

### STRUCTURES

- Structural Engineering
- Enclosure Engineering
- Parking
- Secure Design
- Construction Engineering

### INFRASTRUCTURE

- Civil Engineering
- Water Resources Engineering
- Traffic Engineering & ITS
- Transportation Engineering

### OFFICES

Atlanta	Fort Worth	Orlando	Tulsa
Austin	Houston	Panama City	Vancouver
Calgary	Kansas City	Pune	Washington DC
Charlotte	Las Vegas	San Diego	The Woodlands
Dallas	Los Angeles	San Francisco	
Durham	New York City	Tampa	
El Paso	Oklahoma City	Toronto	

### DIAGNOSTICS

- Restoration & Renovation
- Enclosure Diagnostics
- Parking Restoration
- Forensic Analysis

### TECHNOLOGY

- IT Managed Services
- Software Development
- Virtual Reality
- BIM Project Coordination

### FOUNDED

# 1931

### INCORPORATED

# 1966

### TOTAL STAFF COUNT

# 650+

### LICENSED ENGINEERS

# 269



# Historic Restoration

When your historic property needs attention, engaging a consultant with the necessary expertise to address problems particular to old structures and traditional materials becomes the prime concern. Historic buildings bring unique challenges — chief among them is maintaining their historic character during ongoing maintenance and restoration while meeting modern building performance goals.

Walter P Moore understands the challenges inherent with historic preservation and restoration projects. Our structural engineers, building enclosure consultants, and material conservators have extensive experience assessing and repairing historic buildings, monuments, and other non-building landmarks. We combine state-of-the-art forensic and analytical tools along with our passion for historic structures to provide tailored solutions for structures big and small. Whether your historic building needs a comprehensive restoration that strictly adheres to the Secretary of the Interior's standards or it is simply time to address deferred maintenance, we provide scalable recommendations and practical solutions for your historic building.

## Services

- Material distress evaluation
- Classification of archaic construction systems
- Nondestructive evaluation
- Structural performance assessment
- Building envelope assessment
- Hygrothermal performance analysis
- Seismic retrofits design
- Secure design requirements
- Design and recreation of historic façade elements
- Mitigation of serviceability challenges
- Construction administration



# Foundation Studies and Repairs

Walter P Moore has a team of more than 90 diagnostics engineers, architects, and consultants that specialize in the investigation, repair, and restoration of existing buildings. We regularly work with buildings experiencing differential foundation movement. Typical causes of heave involve excessive irrigation or plumbing leaks, and in rare cases can be caused by a rising groundwater table. Typical causes of settlement involve soil desiccation due to insufficient irrigation or drought. Our engineers recommend design solutions for repairs and long-term maintenance. In addition to determining the cause of foundation distress, Walter P Moore assists our clients in the assessment of any remaining structural stability and repair. Minimization of risk, delay and further structural damage is our priority in assisting our clients move forward.

## Structural evaluations of existing buildings with structural movement

**Texas State Technical College**  
– John B. Connally Building,  
Waco, TX

**UT Health Harris County  
Psychiatric Hospital**, Houston,  
TX

**Texas Facilities Commission  
DPS West Road**, Houston, TX

**Annunciation Catholic  
Church Foundation Repair**,  
Houston, TX

## Projects that involved movement and required expertise in expansive soils

**TIAA 33 Degrees N Student  
Housing**, Denton, TX

**UT Health IMM Fayez S.  
Sarofim Plaza**, Houston, TX

**UT San Antonio Recreation  
and Wellness Center**, San  
Antonio, TX

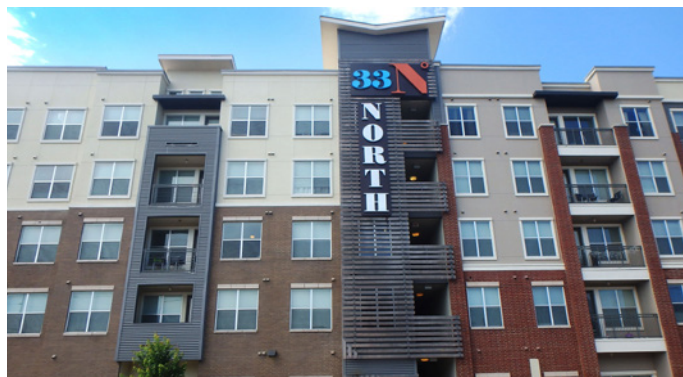
**Houston Independent School  
District – Jefferson Davis  
H.S. Auditorium**, Houston, TX

## Projects that involved movement due to uneven settlement or heaving

**Texas Woman's University  
Admissions Building**, Denton,  
TX

**CABB Network Management  
Building**, Sugar Land, TX

**Confidential County Jail**, TX





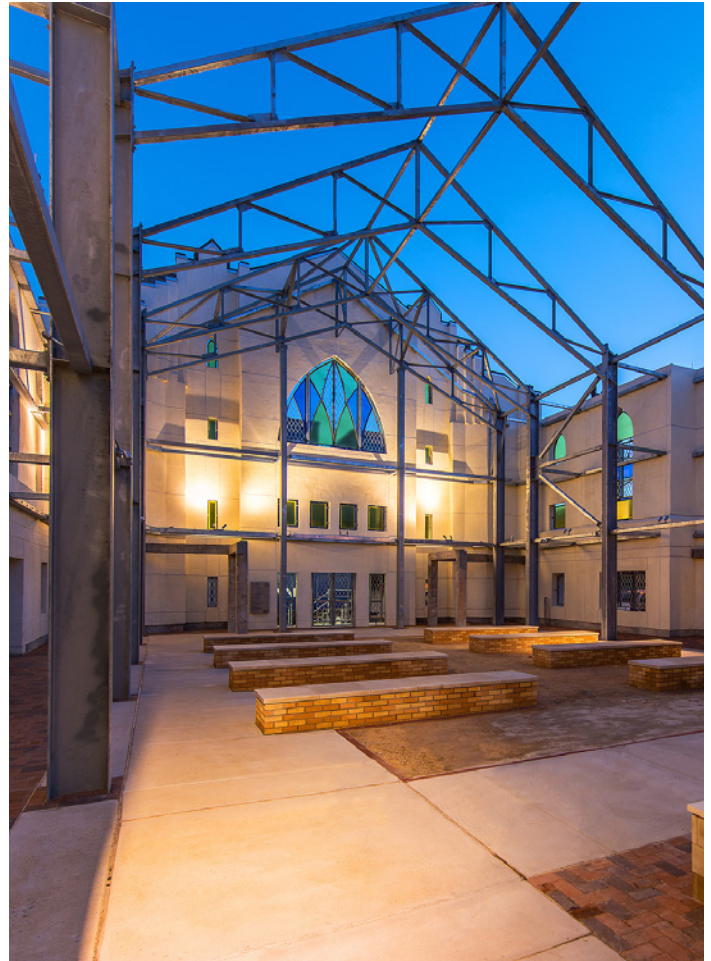
# Restoration/Renovation Services

## Services

- Structural Assessment
- Structural Strengthening
- Seismic Analysis/Retrofit
- Stadium/Venue Restoration
- Tenant Improvements
- Historic Restoration
- Corrosion Mitigation
- Nondestructive Evaluation
- Materials Consulting
- Bridge Assessment
- Bridge Rehabilitation
- Third-Party Design Reviews

Structures may require restoration or renovation for a variety of reasons such as repairing distress, repurposing for a new use, strengthening to increase load capacity, as well as correction of design and construction defects. Effective restoration requires a clear understanding of the causes of distress symptoms to reduce the likelihood of recurrence. Walter P Moore has taken a significant structural role in the restoration and renovation of thousands of buildings. We combine state-of-the-art forensic and analytical tools along with our passion for renovation to provide tailored solutions for structures big and small.

Walter P Moore provides assessment, testing, analysis, design, and construction administration services to diagnose the restoration needs and engineer necessary repairs. Our assessment plans are tailored to your project requirements and often include nondestructive testing and materials testing to understand the condition of the existing construction.



Tax Increment Reinvestment Zone (TIRZ) #13 – Old Sixth Ward  
**Committee Report Form**

**Committee Name:** Project Committee **Date of Meeting:** 8/27/2020

**Chairperson:** Phil Neisel

**Attendees:**

Phil Neisel

Sherry Weesner

Claude Anello

Click or tap here to enter text.

Larissa Lindsey

Click or tap here to enter text.

**Points of Discussion:**

Review of changes to CIP plan due to City  
Mobility Study Proposal  
Project Update  
Building Inspection

**Items for Board Consideration/Action:**

Review CIP plan  
Building Inspection proposal  
Mobility Study Proposal

# TIRZ 13 - Mobility Plan

## SCOPE OF SERVICES

7/18/2020

### OBJECTIVE:

The Old Sixth Ward (TIRZ #13), referred to here as the “Zone”, is one of Houston’s great historic communities that hosts a mix of old buildings with new commercial and residential development with a well-defined street grid. Building upon the historic neighborhood, this Study will balance its historic charm while identifying opportunities to support and enhance the accessibility, safety, and connectivity of the community that brings new and old together. The Mobility Plan will define an overall vision for area transportation. The Plan will build on the community’s many assets to define a prioritized approach to create walking and bike-friendly networks and design improvements along key street corridors. This Plan will provide a foundation for achieving safer streets and expanding transportation options by defining a successful capital improvements program the Zone can implement over the next five years and strategies for longer term development. This document outlines the scope of services to be performed by the TEI Team (including Asakura Robinson as a sub-consultant) over the next nine months, aligning with timing for the Zone’s next CIP process in February 2021. Project schedule and fee are included at the end of this document as **Appendix A** and **Appendix B**.

This scope of services includes five project tasks:

- Task 1: Baseline Conditions
- Task 2: Silver Street Corridor Assessment & Schematic Development
- Task 3: Case for Action and Opportunities Assessment
- Task 4: Corridor Visioning and Areas of Special Study
- Task 5: Implementation Strategies and Action Plan

Project management is included as a subtask within each step of project to ensure coordination with the Zone manager for the project success.

Public Engagement will occur at key points throughout the Plan effort and will focus around the Zone’s Board as the guiding body, with opportunities for input and feedback from the public throughout the project, and opportunities to meet with key stakeholders such as developers, City staff, METRO, or other stakeholders defined as project commences. Public engagement will be important to help guide outcomes of this Plan and to ensure everyone who lives, works, or visits the area can provide input. Engagement is a subtask under each major task below that outlines why and how engagement will occur. Engagement outlined within the scope of services will be solely virtual (no in-person meetings are planned) to account for the current health environment and ensuring safety for all stakeholders. If opportunities for in-person meetings arise due to changes within the pandemic environment those elements will be considered an additional service.

All work related to the proposed Silver Street bikeway will be conducted as part of Task 2. To ensure an expedited assessment and development of a schematic for Silver Street, all assessment of Silver Street is included as an independent task.

### STUDY AREA:

The study area will include the existing legal boundaries for TIRZ 13 and an extension of Silver Street north to meet up with Spring Street (the Heights Bike Trail). The study area will also include the Crockett Street corridors from Sawyer Street to Silver Street and all areas south of Crockett street to the existing boundary. This addition to the existing TIRZ 13 boundaries will allow for infrastructure improvements along Silver Street to be better coordinated with new development, and to provide access to an existing regional bikeway corridor. See the Figure 1 below for the proposed study area for this study.

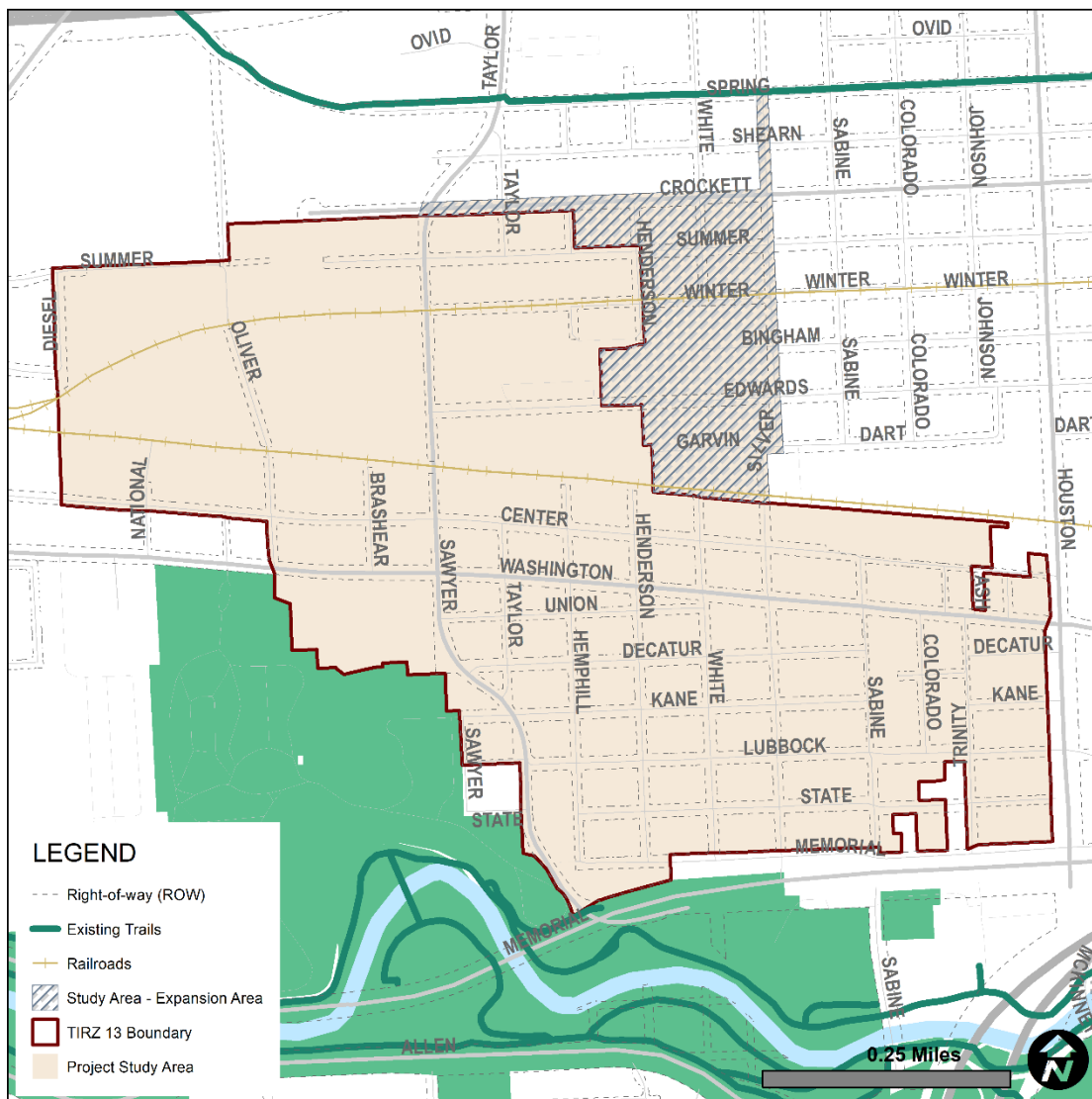


Figure 1: TIRZ 13 Mobility Plan Study Area



## **Task 1: Baseline Conditions**

Task 1 builds a detailed fact-base as a foundation for the Mobility Plan for the Zone. The objective of this Task is to inventory and evaluate the overall accessibility, safety, and mobility for all modes of transportation within the zone. The baseline will review all major street corridors and focus on an assessment of existing sidewalks, transit, street and bikeway networks and any know area plans and projects.

### *1.0 Task 1 Project Management and Coordination*

TEI's Project Manager will coordinate with the Zone Administrator every other week to discuss progress and address data needs and coordination that may be needed. and prepare monthly progress reports. Invoices for all work completed during the period will be submitted monthly as a percent completed by task basis for work performed by the TEI Team (including sub-consultant) over that period. This subtask also includes coordination between the TEI Project Manager and sub-consultant throughout Task 1.

### *1.1 Baseline Mobility Assessment*

The plan will establish an existing conditions baseline for the Study Area including who lives, works and visits the area, how people move around, and the conditions that support safe, and comfortable movement within and connecting to the study area. The current level of comfort for key walking and biking corridors will be assessed both through evaluation of existing plans and projects along with in-person field visits through a walkability assessment. A baseline assessment of all existing infrastructure will be conducted to document the physical condition of the walking, biking, street, and transit networks within the Zone. Cataloging will occur within geographic mapping software (GIS). This database will be the basis for a baseline network which will be used for gap analyses, project identification, project prioritization, and on-going infrastructure management. Assessments will be based on well-defined categorization systems that have been used successfully in other neighborhoods.

## **Baseline Conditions**

Baseline conditions for the study area will include:

- Existing socioeconomic and demographic data broken out by appropriate geographical division (e.g., block group, census tract)
  - Age, gender, & race
  - Household size & income
  - Educational attainment
  - Population and job density
  - Commuting characteristics
- Relevant maps and tables summarizing mobility data and trends for the study area
  - A map of current 24-hour traffic volumes on thoroughfares, and collectors in the study area by segment - the project team will utilize City of Houston (COH) counts available on GIMS.
  - Travel and commuting mode share
  - Trip types and trip distance
  - Journey to work data

- Corridor characteristics (speed, volumes, cross sections)
- METRO existing routes with ridership
- An existing bikeway facility map
- Land uses
- Priority destinations in the study area including schools, parks, community centers and other destinations likely to attract significant numbers of walking and bicycle trips.
- An Existing Sidewalk Inventory.
- A map of existing and planned Houston Bike Share stations including data on trip starts and destinations.
- A review of past planning efforts and future projects within and near the study area will be assessed.
  - Transit recommendations included within METRONext Moving Forward plan.
  - Bikeway recommendations from existing area plans including Houston Bike Plan, Plan Downtown, the Washington Avenue Livable Center study, and any other plans identified and provided by the Zone.
  - Existing City of Houston CIP, METRO, or TxDOT projects planned for construction in the next 5 years.
- A map and assessment of available COH ponding data from GIMS to acknowledge any areas that are flood prone along corridors.
- A map of overall crash locations for the past 5 years (2014-2018) including:
  - Heat map of high crash locations and Harris County's Vision Zero High Injury Network
  - Location of all pedestrian and bicycle crashes
  - Location of all crashes resulting in a fatality or severe injury

The above maps and figures will be analyzed, and insights will be compiled into a Fact Book describing the current state of walking and biking in the Montrose study area. To support the Corridor Visioning elements of this study, specific detailed profiles will be conducted for Washington Avenue, Sawyer Street, and Center Street. These profiles will include detailed assessments of existing land use and mobility characteristics to inform the future visioning, to be developed in Task 3. All work related to Silver Street will be conducted independently as part of Task 2.

### **Walk/Bike Network Tool**

The existing mobility networks will be cataloged into a GIS based system that will then be used to map, track, analyze, and communicate progress on their conditions. The project team will develop a segmentation and typological system for the Planner that will be ultimately used help define investment priorities for the Zone and collect feedback from the community on opportunities.

The GIS based tool will map characteristics including (but not limited to):

- Existing sidewalk conditions by parcel
  - Condition assessment to be based on ADA compliance

- Existing curb ramp conditions
- Metric documenting overall walking experience
  - To be defined by study team based on if a sidewalk is comfortable for users of all ages and abilities
- Metric on implementation complexity
  - To be defined by study team based on complexity of construction a new sidewalk
- Pavement condition
- Pavement width
- Number of lanes
- Roadway speed
- Roadway volumes
- Intersection typologies and characteristics
- For developing the network priority model
  - Key destinations
  - Transit activity
  - Network continuity

Internally the tool will be used to analyze all data. GIS allows for both a data driven and visual analysis of opportunities. Defined opportunities will then be used as an input into project prioritization. Overtime the tool could be used to streamline ongoing assess management.

Externally, the data can be used as for public information and public engagement platform and to inform the public about upcoming projects. In addition, the network tool will be an asset for grant writing. As each grant application will require an assessment of the proposed projects and their projected benefit, this tool can used to assist to show overall plan and progress that the districts has made, two factors that are frequent criteria for grant success.

Once the baseline walking and bikeway networks are developed, the GIS model will support prioritization of projects. Key destinations will be inputted into a network analysis model that will be used to define project priority. A network model will be built for the Zone that will be used to assess 5-minute walksheds from key destinations. Constraints, like network continuity and roadway crossings, will be included within the model. This network model will then overlap all walksheds for all defined destinations to highlight areas that are within short walking distance to multiple key destinations. The outputs will be used as an input to prioritize sidewalk projects for the Zone. This assessment is also useful in assessing bikeway and corridor projects as it highlights where people want to go and how those destinations interact with each other. This analysis is useful for prioritizing all mobility projects and scheduling out project implementation to ensure the desired impact for the Zone.

### *1.2 Engagement*

Building a strong foundation during this phase includes some public engagement that will set the stage for broader public engagement in subsequent tasks. A Community Engagement Plan (CEP) will be developed within the first month of project commencement that will propose engagement strategies at each task for coordination with the Zone Administrator.

Task 1 engagement will include engagement with the Zone board of directors at least once during this phase to provide an update and path forward once baseline conditions have been established. The board will serve as the guiding body throughout the planning process at least once through each Task. Throughout each task, at least one formal meeting with the Zone's board of directors will allow for dialogue between the Zone's decision-makers and the TEI Team to ensure a plan that is most useful for planning and programming of infrastructure projects over time. All meetings and conversations will take place virtually unless the pandemic subsides, and this will be readdressed to allow for in-person meetings.

Public Engagement for Task 1 will initiate communication with the public and plan for the first public meeting to occur during Task 3. This scope of services includes the estimated fee to utilize a *BangTheTable* License. *BangTheTable* is an online platform that allows for engaging the public in an online forum and allows for both sharing of information and receiving invaluable input in a seamless and user-friendly way.

Task 1 engagement will also include other stakeholder engagement, specifically with private developers and agency staff as needed (City of Houston, METRO, Harris County, or others).

#### *Task 1 Estimated Timing*

Task 1 will take approximately three months to complete.

#### *Task 1 Deliverables*

- Mobility Fact Book
- Corridor Profiles
- GIS Database of Files including GIS Network Tool
- Community Engagement Plan
- *BangTheTable* web platform

### **Task 2: Silver Street Corridor Assessment & Schematic Development**

Task 2 within this scope will be focused specifically on the evaluation of the Silver Street corridor. This Task includes the feasibility analysis a high-comfort bikeway between MKT Trail/Spring Street and Buffalo Bayou Park, primarily along Silver Street. This connection will not only provide a potential near-term bikeway spine, but it also provides direct connections to trails linking the Zone to the Heights, Downtown, Midtown, 4th Ward, and Montrose.

This analysis includes both the detailed assessment of the corridor but also the development of a series of recommendations to enhance the corridor to improve safety and access for all users. This task includes the development of a schematic design and detailed cost items of the resulting Silver Street recommendations.

Due to the time needed to develop schematic designs and the desire for an expedited implementation timeline of enhancements to Silver Street, Task 2 work will be conducted independently and will be accelerated. All project management related to Silver Street will be incorporated into Tasks 1, 3, 4, and 5.



### *2.1 Silver Street Assessment & Feasibility Analysis*

Within the first three months of project commencement, a full corridor analysis will be performed on Silver Street including preliminary recommendations and cross sections for corridor enhancements to discuss with stakeholders, the Zone, and City of Houston as appropriate. Early coordination and an understanding of constraints at this stage will allow for better partnerships for future implementation.

The feasibility analysis will include analyses of existing traffic operations and define safe crossing treatments. Proposed cross-sections of each priority corridor will be developed, and projected capacity analyses will be conducted to assess impacts of reallocating space as envisioned for each corridor. The TEI Team will address issues with reallocating space for a high-comfort bikeway and address intersections such as when Silver Street meets Washington Avenue.

Due to the existing pandemic situation and impact to travel patterns, TEI will use historical traffic count data for this analysis. Feasibility discussions will be coordinated closely with the City of Houston, METRO, and Harris County to ensure recommendations are supported and to develop potential partnerships.

### *2.2 Silver Street Schematic Development & Cost Estimates*

Once the recommended sections for Silver Street, developed in Task 2.1, are approved by the Zone and the City, TEI will begin the development of schematic designs for the corridor. No survey will be completed, and the schematic will be based on available georeferenced data, aerials, and field collected data. Detailed cost estimates will be developed based on the schematic.

TEI will coordinate with the City on the development of the schematic and will coordinate with City staff as needed.

### *Task 2 Estimated Timing*

Task 2 will take approximately four months to complete.

### *Task 2 Deliverables*

- Corridor Profile of Silver Street
- Corridor recommendations
- Schematic of recommendations for Silver Street corridor
- Cost estimates

## **Task 3: Case for Action and Opportunities Assessment**

Based on the insights from the Mobility Fact Book, creating a Case for Action will clearly define the rationale for this Plan and the projected benefits of projects that eliminate barriers, support development, improve connectivity and safety, and enhance access for all users. The Case for Action will guide the development of the Opportunities Assessment which will ultimately define mobility recommendations for the Zone.

### *3.0 Task 2 Project Management and Coordination*

TEI's Project Manager will coordinate with the Zone Administrator every other week to discuss progress and address data needs and coordination that may be needed. and prepare monthly progress reports. Invoices for all work completed during the period will be submitted monthly as

a percent completed by task basis for work performed by the TEI Team (including sub-consultant) over that period. This subtask also includes coordination between the TEI Project Manager and sub-consultant throughout Task 3.

### *3.1 Case for Action*

The facts and baseline data assessed during Task 1 will provide the foundation and rationale for any mobility-related action items that will come out of this planning effort. A “Case for Action” establishes the why for what will be recommended and how it may benefit the Zone. Key elements of the Case for Action are likely to focus on important transportation issues like safety, access to opportunity, expanding transportation options, and economic competitiveness.

### *3.2 Opportunities Assessment*

The Opportunities Assessment will look at multimodal access and connectivity at a network level for the Zone for sidewalks, bikeways, and street corridors. It will focus on local destinations and regional connections with specific focus on Buffalo Bayou, the MKT/Heights Trail and White Oak Bayou, and surrounding neighborhoods. It will also assess new connections, where possible, to minimize the impact of barriers within and near the Zone. Specific attention will be paid to opportunities to safely cross the Union Pacific Railroad (UPRR).

The Opportunities Assessment will identify high-comfort walking and biking networks to serve the study area. In addition, the Opportunities Assessment will be developed with an eye towards Zone implementation, partnerships, and grant funding opportunities.

#### *Sidewalk Plan*

Utilizing the data collected in the Walkability Assessment, a Sidewalk Plan will identify areas to improve walkability including locations to eliminate gaps, improving intersection crossings and making connections to key destinations and transit. This will include opportunities to connect to METRO’s proposed Purple and Green Line extension to the Courthouse complex. The Sidewalk Plan will include a framework for projects identification and prioritization to be used in the Action Plan (Task 5).

#### *Bikeway Plan*

A Bikeway Plan will include recommendations for a Priority Network of all-ages and abilities bikeways. The network will be attractive to many people and link to the high-quality trail network that surrounds the Zone. The Priority Network can be developed within the near term (e.g., next 3-5 years). Longer-term vision projects will also be identified as appropriate to create a comprehensive bikeway network.

#### *Priority Corridor Concepts*

Priority Corridor Concepts for key roadways listed in Task 1 will be developed. These profiles will include high-level recommendations for street space allocations, transit, parking, and the public realm, to be further detailed in Task 4.

### *3.3 Engagement*

Towards the beginning of Task 3, formal public engagement will occur in the form of an online open house with a survey to ensure feedback and support from those that live and work within

the Zone. The baseline conditions will be presented to the public for their reaction and to gather input on a vision, goals, and mobility priorities for the Zone. Information gathered from the public will be inputs into the deliverables supporting the Case for Action and Opportunities. The TEI Team will work closely with the Zone Administrator on providing details to make a successful online event and to coordinate timing of advertisement at least one month before the event date.

The TEI Team will provide the Zone with meeting summaries including key takeaways that can be integrated into the planning process.

One meeting during this task will take place with the Zone board to go through the Case for Action and Opportunities. Task 3 engagement may also include, as needed, other stakeholder engagement, specifically with private developers and agency staff as needed (City of Houston, METRO, Harris County, or others).

### *Task 3 Estimated Timing*

Task 3 will take approximately two months to complete.

### *Task 3 Deliverables*

- Case for Action
- Sidewalk Plan
- Bikeway Plan
- Priority Corridor Concepts
- Public Engagement Meeting Summary
- Materials for *BangTheTable* web platform

## **Task 4: Corridor Visioning and Areas of Special Study**

The TEI Team will work to provide recommendations that are context driven, balancing space for people, vehicles, and landscape. This task will provide the opportunity to dive deeper into the Priority Corridors to identify both short-term recommendations and long-term visions. The priority corridors include (but are not limited to): Silver Street (addressed in Task 2), Washington Avenue, Sawyer Street, and Center Street.

In this Task the TEI Team will develop optimal recommendations for each Priority Corridor based on the needs, opportunities, and surrounding context of that corridor. This Task provides the opportunity to ensure the key corridors within the Zone realize their full potential to not only improve mobility and connectivity but also to support existing neighborhoods and future economic development opportunities.

### *4.0 Task 4 Project Management*

TEI's Project Manager will coordinate with the Zone Administrator every other week to discuss progress and address data needs and coordination that may be needed. and prepare monthly progress reports. Invoices for all work completed during the period will be submitted monthly as a percent completed by task basis for work performed by the TEI Team (including sub-consultant) over that period. This subtask also includes coordination between the TEI Project Manager and sub-consultant throughout Task 4.

#### *4.1 Corridor Visions*

Each priority corridor will have a Corridor Vision that include short-term and long-term recommendations for how best to use the street. Recommendations may include streetscape enhancements, wider sidewalks, traffic operations enhancements, safe intersections and crossings, transit improvements, and high-comfort bikeways. Near-term opportunities will be defined to best use existing street widths while long term visions may include more substantial reconstruction. Recommendations will be developed to link to overall development strategies for the Zone. Each Corridor Vision will include visualizations or renderings of typical street cross-sections or key intersection changes.

Corridor vision will include feasibility analysis and focused special study areas. The feasibility analysis will include analyses of existing traffic operations and define safe crossing treatments. Proposed cross-sections of each priority corridor will be developed, and traffic benefits and impacts will be assessed for each corridor. Feasibility discussions will be coordinated closely with the City of Houston, METRO, and Harris County to ensure recommendations are supported and to develop potential partnerships.

A focus of this Task will be a vision for Washington Avenue, focused on the segment from Studewood to Bagby in Downtown. This will include a deeper dive into the possibilities of a near-term retrofit for the corridor to better match the surrounding context and the needs of the community as well as long term options for reconstruction.

UPRR crossings will be an additional area of Special Study to find ways to minimize the impact of the active railroad. Railroads can be a significant barrier to mobility, therefore recommendations to improve connectivity and access will be defined. Special focus will be put on improving safety for people walking and bicycling.

#### *4.2 Engagement*

At this phase in the planning process, updates on the planning effort as it relates to the preliminary Corridor Visions can be presented in an online (non-presentation style) platform such on the *BangTheTable* web platform and can be cross-posted on the Zone's website. This phase of engagement will be more interim compared to Task 3 and Task 5 and will seem more of an update to keep people informed on progress and timing of the effort rather than a large input gathering opportunity.

The TEI Team will provide the Zone Administrator with website content showcasing the proposed Corridor Visions. The Zone Administrator will provide any comments received on the proposed visions received through the *BangTheTable* web platform. This information will be summarized and support final recommendations in the next Task.

One meeting during this task will take place with the Zone board to go through the Corridor Visions and next steps. Task 4 engagement may also include, as needed, other stakeholder engagement, specifically with private developers and agency staff (City of Houston, METRO, Harris County, or others).

#### *Task 4 Estimated Timing*

Task 4 will take approximately two months to complete.

#### *Task 4 Deliverables*

- Corridor Visions for Priority Corridors
- Recommendations for Rail Crossings
- Materials for *BangTheTable* web platform

### **Task 5: Action Plan: Implementation Strategies and Toolbox**

Success in achieving the goals of the Mobility Plan can only be realized through effective implementation that manages progress and strategically allocates resources towards the goals. Task 4 will be focused on developing Implementation Strategies for the Action Plan that carefully considers outputs from the Opportunities Assessment, mobility network recommendations, and Corridor Visions. The Action Plan would develop specific project prioritization and proposed phasing. These would be based in part on the Zone's financial capacity, funding opportunities and key partnerships. Our goal is to provide a clear and usable Action Plan that allows for identifying, developing, and implementing quick wins, while meeting the long-term needs of the Zone.

#### *5.0 Task 5 Project Management and Coordination*

TEI's Project Manager will coordinate with the Zone Administrator every other week to discuss progress and address data needs and coordination that may be needed. and prepare monthly progress reports. Invoices for all work completed during the period will be submitted monthly as a percent completed by task basis for work performed by the TEI Team (including sub-consultant) over that period. This subtask also includes coordination between the TEI Project Manager and sub-consultant throughout Task 5.

#### *5.1 Action Plan*

The Action Plan will develop strategies and recommendations for both the near term (e.g., next 3-5 years) and the long term. Near term projects will focus on early wins that focus on improving connectivity for all users. Long term projects will include transformative projects for key corridors in the Zone that may require grant funding, right-of-way acquisitions or large-scale reconstructions. The Action Plan will lay out the strategies, recommendations, potential priorities and timing, tools to achieve recommendations, and potential funding sources supporting implementation that will assist the Zone with planning and programming mobility projects for the future.

Successful implementation needs more than just a list of projects. The Action Plan will also include a Toolbox of relevant policies and programmatic recommendations for the Zone, to complement the prioritized projects. For example, great bikeway infrastructure can be complemented with bike share and educational programs to ensure people have access to a bike and know how to safely ride. The toolbox will include visuals and best practices for how to apply the tools, programs, or design features.

As a part of the Action Plan, the projects and recommendations will be developed to a level of detail to support the Zone in funding implementation through grants and partnerships, including cost estimates, potential partnerships, and implementation strategies. Projects will be defined with clear project benefits to ensure continued community support long after the completion of Plan. Project benefits could include mobility, health, equity, and economic development outcomes to support benefit/cost measurements of the Zone.

### *5.2 Engagement*

Towards the beginning of Task 5, formal public engagement will occur in the form of an online open house with opportunities to provide feedback on plan recommendations. The recommendations will be presented to the public for their reactions and to understand priorities and gauge overall support for moving forward with the recommendations. The TEI Team will work closely with the Zone Administrator on providing details to make a successful online event and to coordinate timing of advertisement at least one month before the event date.

The TEI Team will provide the Zone with meeting summaries including key takeaways that can be integrated into the final plan report.

One meeting during this task will take place with the Zone board to go through the Draft Action Plan. Task 5 engagement may also include, as needed, other stakeholder engagement, specifically with private developers and agency staff (City of Houston, METRO, Harris County, or others).

### *Task 5 Estimated Timing*

Task 5 will take approximately three months to complete.

### *Task 5 Deliverables*

- Recommended Projects with Cost Estimates
- Toolbox of Recommended Programs and Policies
- Implementation and Funding Strategies
- Materials for *BangTheTable* web platform
- Final Report

## OPTIONAL ADDITIONS

The TEI project team developed two additional options that be added to this scope of services. Option A is independent additional, one or both can be added as desired by the Zone.

### **Option A: Enhanced Public Engagement**

This scope of services as presented includes a public engagement strategy that has two public meetings and relies heavily on the *BangTheTable* web platform to communicate and hear from the public. If more robust public engagement is desired, this option includes the following item:

- An additional online Town Hall to occur early within Task 4. This meeting will be a sounding board for the work completed up until this point, including the draft Silver Street schematic development, the draft sidewalk plan, and the draft bikeway plan, and begin discussions on corridor visioning.
- In field walking and biking tours to engage residents and business owner from the Zone. No more than 4 tours will be organized and hosted by the project team. All tours will be conducted outside and in small groups. Best practices, as dictated by health officials, related to the existing pandemic will be incorporated into these tours.
- Creation of at-home activities to engage the public, including street chalk activities, art competitions, and self-guided tours.

## SCHEDULE AND FEE

**Attachment A** includes an estimated schedule for this project (Tasks 1 through 5), including timing for each task. The schedule assumes a notice-to-proceed of August 3, 2020.

Based on our estimate of hours required to complete the items documented in the Scope of Services and estimated from our subconsultants (**Attachment B**), our proposed fee is summarized below. Compensation is proposed on a lump sum basis and is itemized by task in the table below.

<b>PHASE 1</b>	
Task 1: Baseline Conditions	\$30,800.00
Task 2: Silver Street Assessment & Schematic Development	\$28,220.00
Task 3: Case for Action and Opportunities Assessment	\$32,140.00
Task 4: Corridor Visioning and Areas of Special Study	\$30,940.00
Task 5: Implementation Strategies	\$20,790.00
<b>Total Plan Cost</b>	<b>\$142,890.00</b>

<b>Additional Options</b>	
Option A: Enhanced Public Engagement	\$10,110.00

**Attachment A: Schedule**

Task	Aug-20					Sep-20				Oct-20				Nov-20					Dec-20				Jan-21				Feb-21				Mar-21					Apr-21																	
	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29	5	12	19	26														
Task 1: Baseline Conditions	▲																																																				
Task 2: Silver Street Corridor Assessment & Schematic Development																																																					
Task 3: Case for Action and Opportunities Assessment																	★																																				
Task 4: Corridor Visioning and Areas of Special Study																																																					
Task 5: Action Plan: Implementation Strategies and Toolbox																										★	▲											▲															



**Currently Scheduled Board Meeting**

**Public Meeting** *(Date/timing to be refined in CEP)*



ENGINEER NAME TRAFFIC ENGINEERS, INC.	ATTACHMENT B COST SPREADSHEET SUMMARY OF MANHOURS BY CLASSIFICATION AND MAJOR TASK ANALYSIS								
	DESCRIPTION OF WORK TASK**	SENIOR PRINCIPAL	PRINCIPAL	PRINCIPAL ASSOCIATE	SENIOR ASSOCIATE	ASSOCIATE	TOTAL HOURS	Subconsultant	COST PER TASK
		COST/HR	COST/HR	COST/HR	COST/HR	COST/HR	PER TASK		
Hourly Billing Rates	\$220.00	\$175.00	\$150.00	\$125.00	\$110.00				
<b>Task 1: Baseline Conditions</b>								<b>\$5,940</b>	<b>\$30,800</b>
1.0 Task 1 Project Management	3	6	6	0	0	15			\$2,610
1.1 Baseline Mobility Assessment	4	8	32	40	60	144			\$18,680
1.2 Engagement	6	6	8	0	0	20			\$3,570
<b>Task 2: Silver Street Assessment &amp; Schematic Development</b>								<b>\$9,460</b>	<b>\$28,220</b>
2.1 Silver Street Assessment & Feasibility Analysis	8	4	8	16	16	52			\$7,420
2.2 Silver Street Schematic Development & Cost Estimates	8	4	4	24	48	88			\$11,340
<b>Task 3: Case for Action and Opportunities Assessment</b>								<b>\$8,360</b>	<b>\$32,140</b>
3.0 Task 3 Project Management	2	4	4	0	0	10			\$1,740
3.1 Case for Action	4	6	12	12	24	58			\$7,870
3.2 Opportunities Assessment	4	8	12	24	36	84			\$11,040
3.3 Engagement	4	6	8	0	0	18			\$3,130
<b>Task 4: Corridor Visioning and Areas of Special Study</b>								<b>\$8,360</b>	<b>\$30,940</b>
4.0 Task 4 Project Management	4	4	4	0	0	12			\$2,180
4.1 Corridor Visions	8	12	12	40	56	128			\$16,820
4.2 Engagement	4	6	6	6	0	22			\$3,580
<b>Task 5: Implementation Strategies</b>								<b>\$7,810</b>	<b>\$20,790</b>
5.0 Task 5 Project Management	3	6	6	0	0	15			\$2,610
5.1 Action Plan	4	8	8	16	16	52			\$7,240
5.2 Engagment	4	6	8	0	0	18			\$3,130
<i>Option A: Enhanced Public Engagement</i>	6	6	24	12	24	72			\$10,110
<b>Hours Total</b>	76	100	162	190	280	808			
PERCENT OF TOTAL HOURS	9.41%	12.38%	20.05%	23.51%	34.65%	100.00%			
								<b>Baseline Cost</b>	<b>\$142,890</b>
								<b>Option A</b>	<b>\$10,110</b>
								<b>Total (All Tasks)</b>	<b>\$153,000</b>



10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300

**T.I.R.Z. NO. 13/OLD SIXTH WARD REDEVELOPMENT AUTHORITY  
ENGINEERING REPORT**

**Date:** Through September 11, 2020

Date of Board Meeting: September 16, 2020

**Engineer:** Kyle Macy, P.E.

  
\_\_\_\_\_  
Signature

Agenda Item 6.d-e, Engineering

**D. Engineering Consultant's Report**

i. Update on Dow School Park:

1. The swing re-design is near completion.

**ACTION ITEM: None at this time.**

ii. Update Substitute Sanitary Sewer Connections, Phase 2B:

1. Texas Pride is finalizing documents.

**ACTION ITEM: None at this time.**

iii. Update and discuss Possible Action for Hemphill Project, including work authorization.

1. UPDATE: Hemphill Preliminary Engineering Report (PER).  
Work Authorization No. 13-T-1310-WA1-2020-TOPO

The PER, now referred to as the Design Concept Report (DCR) has been through the first review process with HPW. The Engineer has since walked Hemphill with Dale Temple, lead arborist with Urban Forestry and is finalizing design alternatives based on feedback. HARC is working to finalize grant approvals to support the proposed Hemphill Low Impact Development features.

**ACTION ITEM: Update on status**

2. (T-1310) Hemphill Street Improvements  
Work Authorization No. 21-01

This work will begin after HPW has approved the Hemphill DCR.

- iv. General Engineering work authorizations.

**ACTION ITEM: None at this time.**

- E. **Approve related pay estimates or change orders, other design, construction or management contract administration items, and authorize other appropriate action.**

Tax Increment Reinvestment Zone (TIRZ) #13 – Old Sixth Ward  
**Committee Report Form**

**Committee Name:** Finance Committee **Date of Meeting:** various

**Chairperson:** Cynthia Card

**Attendees:**

Cynthia Card

Sherry Weesner

Alison Maillet

Click or tap here to enter text.

Grace Zuniga

Click or tap here to enter text.

**Points of Discussion:**

Invoice Management Procedure

**Items for Board Consideration/Action:**

Invoice Management Procedure

# OLD SIXTH WARD REDEVELOPMENT AUTHORITY INVOICE ADMINISTRATION, AUTHORIZED ACCOUNT SIGNATORIES, AND PAYMENT PROCEDURES

## Invoice Administration

All invoices and requests for payment for the Old Sixth Ward Redevelopment Authority/TIRZ 13 (OSWRA) shall utilize the procedures detailed in this document. Invoices that are submitted after the required dates shall be taken up the following month. Invoices that are not complete shall be returned to the appropriate representative.

1. Contracts Supported by Work Authorizations
  - a. All invoices shall be submitted to the OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com) ) with a copy to the OSWRA Administrator(Sherry Weesner, SMW Principle Solutions, Inc., [Sherry@old6wardtirz.org](mailto:Sherry@old6wardtirz.org) ) no later than 5:00 PM on the 5<sup>th</sup> of each month.
  - b. The Invoice shall identify the Work Authorization, the total budget authorized, the amount previously invoiced, the current invoice, the remaining budget and the current MWDBE Participation.
  - c. Invoices that are supported by Work Authorizations shall also include or be supported by documentation that details tasks completed during the period, the percentage of project previously completed and the current completion percentage.
  - d. Any allowable reimbursable expenses shall be supported by appropriate documentation which shall be included in the package.
2. Consulting Contracts without Work Authorizations and supported by ongoing Contracts
  - a. All invoices shall be submitted to the OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com) ) with a copy to the OSWRA Administrator(Sherry Weesner, SMW Principle Solutions, Inc., [Sherry@old6wardtirz.org](mailto:Sherry@old6wardtirz.org) ) no later than 5:00 PM on the 5<sup>th</sup> of each month.
  - a. All invoices that are supported by an ongoing consulting contracts shall include sufficient detail to support all charges. These invoices shall also include or be

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY  
INVOICE ADMINISTRATION, AUTHORIZED ACCOUNT SIGNATORIES,  
AND PAYMENT PROCEDURES**

supported by documentation that details tasks completed during the period. Any MWBE participation shall also be documented.

- b. Any allowable reimbursable expenses shall be supported by appropriate documentation which shall be included in the package.

3. Construction Contracts

- a. All construction invoices/pay applications/ construction change orders shall be submitted to the appropriate Construction Management Firm for review and approval.
- b. The appropriate Construction Management Firm will review, verify and request revision/correction or approve all construction invoices/pay applications/ construction change orders. All invoices shall be submitted to the OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com) ) with a copy to the OSWRA Administrator (Sherry Weesner, SMW Principle Solutions, Inc., [Sherry@old6wardtirz.org](mailto:Sherry@old6wardtirz.org) ) no later than 5:00 PM on the first Monday or the 5<sup>th</sup> of each month.
- c. The invoice shall identify the total budget authorized by category, the CIP number, the amount previously invoiced, the current invoice, the remaining budget and the current MWDBE Participation. Invoices shall identify or be supported by documentation that identifies the percentage complete by category.
- d. Any allowable reimbursable expenses shall be supported by appropriate documentation which shall be included in the package.

4. Regular and Recurring Invoices

- a. All invoices shall be submitted to the OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)) with a copy to the OSWRA Administrator Sherry Weesner, SMW Principle Solutions, Inc., [Sherry@old6wardtirz.org](mailto:Sherry@old6wardtirz.org) ) no later than 5:00 PM on the 5<sup>th</sup> of each month.
- b. The administrator shall check that the services were ordered and used and confirm the charges are within the standard charges published or on file and provide this information to the appropriate committee.

# OLD SIXTH WARD REDEVELOPMENT AUTHORITY INVOICE ADMINISTRATION, AUTHORIZED ACCOUNT SIGNATORIES, AND PAYMENT PROCEDURES

## Payment Procedures

1. For months in which a Board Meeting is scheduled, the Finance Committee shall review all invoices that do not involve engineering consulting or construction projects and the Projects Committee shall review all engineering consulting invoices and all construction invoices/pay applications/change orders prior to the Board Meeting and make a recommendation for approval or denial to the full board for each invoice. Approval or denial shall be recorded in the Board Meeting minutes. Approved invoices shall be paid by the OSWRA Bookkeeper following Board Approval.
2. For months in which a Board Meeting is not scheduled, the Finance Committee shall review all invoices that do not involve engineering consulting or construction projects and record its recommendations for each invoice. The Finance Committee shall provide the OSWRA Administrator (Sherry Weesner, SMW Principle Solutions, Inc.) its recommendations. The OSWRA Administrator (Sherry Weesner, SMW Principle Solutions, Inc.) shall review the Finance Committee's recommendations and either (a) approve payment; or (b) deny payment. A record of all invoices paid shall be presented to the full Board at the next scheduled Board Meeting.
3. For months in which a Board Meeting is not scheduled, the Projects Committee shall review all invoices for engineering consulting and construction projects and record its recommendations for each invoice. The Projects Committee shall provide the OSWRA Administrator (Sherry Weesner, SMW Principle Solutions, Inc.) its recommendations. The OSWRA Administrator (Sherry Weesner, SMW Principle Solutions, Inc.) shall review the Project Committee's recommendations and either (a) approve payment; or (b) deny payment. A record of all invoices paid shall be presented to the full Board at the next scheduled Board Meeting.

## Record Keeping

Copies of all documentation and recommendations shall be retained in compliance with the OSWRA document retention schedule and policies and in accordance with applicable law.

# OLD SIXTH WARD REDEVELOPMENT AUTHORITY INVOICE ADMINISTRATION, AUTHORIZED ACCOUNT SIGNATORIES, AND PAYMENT PROCEDURES

## Authorized Signatories for Authority Accounts

### Selection of Authorized Signatories

The Authority will have a least three (3) authorized signatories for the Authority's Operating Account. The Board Chair shall nominate the authorized signatories and a list of the proposed authorized signatories will be presented to the board for approval. After board approval the OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)) will start the process with the bank to change/add the new signatories. Any existing signatories will remain active until replaced.

### Duties of Authorized Signatories

Authorized Signatory shall:

- Confirm checks match unpaid bills report/ invoice
- Confirm appropriate committee or board approval
- Shall accomplish these duties with a minimum delay (24 hours maximum)

### Payment Approval Administration

#### Physical Checks

For months where there is no board meeting scheduled, for physical checks, the OSWRA Administrator (Sherry Weesner, SMW Principle Solutions, Inc.) or designee shall confirm all checks match the unpaid bills report/invoice and the appropriate committee or board has approved of the payment and shall arrange for 2 of the authorized signatories to sign each check.

For months where there is a board meeting scheduled, for physical checks, the OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)) or designee shall confirm all checks match the unpaid bills report/invoice and the board has approved of the payment and shall provide the checks at the meetings for 2 of the authorized signatories to sign each check.

#### Electronic Funds Transfer (wire transfer or electronic check payment)



## OLD SIXTH WARD REDEVELOPMENT AUTHORITY INVOICE ADMINISTRATION, AUTHORIZED ACCOUNT SIGNATORIES, AND PAYMENT PROCEDURES

For months where there is no board meeting scheduled, the OSWRA Administrator (Sherry Weesner, SMW Principle Solutions, Inc.) or designee shall confirm all payments match the unpaid bills report/invoice and the appropriate committee or board has approved of the payment and shall provide copies of this information via email to at least 2 of the authorized signatories. Upon receipt of the committee approval, the MHRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)) or designee shall set up the electronically transfer funds batch per the accounting software or bank's standard electronic banking system. Once the batch has been entered and finalized at least 2 authorized signers will receive notification to go into the banking system and approve the electronic payment which will constitute their approval for payment.

~~Each of the signatories will email the OSWA Administrator (Sherry Weesner, SMW Principle Solutions, Inc., [Sherry@old6wardtirz.org](mailto:Sherry@old6wardtirz.org)) and the OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)) with confirmation that they have reviewed the unpaid bills and approvals and approve payment of the invoices.~~

For months where there is a board meeting scheduled, for electronic funds transfer, the OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)) or designee shall confirm all checks match the unpaid bills report/invoice and the board has approved of the payment. Upon board approval, the MHRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)) or designee shall set up the electronically transfer funds batch per the accounting software or bank's standard electronic banking system. Once the batch has been entered and finalized at least 2 authorized signers will receive notification to go into the banking system and approve the electronic payment which will constitute their approval for payment.

~~and 2 of the authorized signatories shall both sign a copy of the unpaid bills report to confirm that they have reviewed the unpaid bills and approvals and approve electronic payment of the invoices.~~

The OSWRA Bookkeeper (Melissa C. Morton CPA, The Morton Accounting Services, [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)) or designee shall electronically transfer funds per the accounting software or bank's standard electronic banking system.

### Revisions to Financial Procedures

1. If necessary, the Financial Committee or Projects Committee, as applicable, shall make recommendations to the board for process revisions to these financial procedures. Revisions shall be incorporated upon Board Approval.
2. The OSWRA Administrator may make changes to the name and contact information for the Accountant and the Administrator listed in this procedure.

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY  
INVOICE ADMINISTRATION, AUTHORIZED ACCOUNT SIGNATORIES,  
AND PAYMENT PROCEDURES**

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

~~These Invoice Administration and Payment Procedures are effective as of~~

DRAFT



**Monthly Financial Report Summary  
June Board Meeting  
Wednesday, September 16, 2020**

At the beginning of May, the Old Sixth Ward Redevelopment Authority (OSWRA) beginning Operating Fund Balance was \$1,184,264. During the month, OSWRA received 89% of its income from City of Houston increment (\$770,186). OSWRA processed \$203,584 in disbursements during the period. 83% of the disbursement related to payments to City of Houston for the annual Municipal Services fee and to EHRA (\$25,886) for Engineering Services. The ending balance as of month end August 31, 2020 was \$1,841,942.

The invoices pending approval total \$18,288. -\$0- needs to be transferred to the Operating Account to cover the pending invoices. See attached "Unpaid Bills Detail" Reports on page 4.

Capital Improvement Project spending for the period totaled \$12,350. The funds were mainly spent towards the Hemphill Road project (\$11,300). See page 5 for the "Capital Projects Detail" Reports.

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY**  
**General Operating Fund**  
As of August 31, 2020

**BEGINNING BALANCE :** **\$ 1,184,264.20**

**REVENUE**

Money Market	355.65	Interest
Money Market	363.58	Interest
Money Market	310.80	Interest
City of Houston	83,363.21	TIRZ HISD
City of Houston	686,822.85	TIRZ Increment
Texas Class Investment	18.38	Interest
Texas Class Investment	15.62	Interest
Texas Class Investment	11.49	Interest
City of Houston	90,000.00	Interlocal Agreement

**Total Revenue** 861,261.58

**DISBURSEMENTS**

ACH	Bracewell LLP	622.75
ACH	Edminster Hinshaw Russ	8,986.25
ACH	Asakura Robinson	501.12
ACH	SMW Principle Solutions	6,022.24
ACH	The Captioning Company	302.50
ACH	The Morton Accounting	3,313.60
ACH	Prosperity Bank	82.90
ACH	Asakura Robinson	590.00
ACH	Bracewell LLP	4,735.25
ACH	Edminster Hinshaw Russ	8,250.00
ACH	Equitax	1,941.00
ACH	SMW Principle Solutions	6,115.26
ACH	TML	1,246.56
ACH	The Captioning Company	302.50
ACH	The Morton Accounting	1,337.50
ACH	Prosperity Bank	25.00
ACH	City of Houston Municipal Ser	142,891.00
ACH	City of Houston Encroachment	266.80
ACH	Bracewell LLP	1,331.00
ACH	Edminster Hinshaw Russ	8,650.00
ACH	SMW Principle Solutions	6,037.50
ACH	Prosperity Bank	33.30

**Total Disbursements** 203,584.03

**ENDING BALANCE :** **\$ 1,841,941.75**

Cash Basis

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY**  
**General Operating Fund**  
As of August 31, 2020

		<b>August 31, 2020</b>
<b>LOCATION OF ASSETS</b>	<b>Interest Rate</b>	<b>Balance</b>
Prosperity Bank Operating		104,966.99
Prosperity Money Market Account	0.31%	1,665,096.78
Texas Class Investment	0.19%	71,877.98
<b>Total Account Balance</b>		<b><u>\$ 1,841,941.75</u></b>

**Old Sixth Ward Redevelopment Authority**  
**Unpaid Bills Detail**  
**As of September 11, 2020**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Due Date</u>	<u>Open Balance</u>
<b>Bracewell LLP</b>					
Bill	08/30/2020	21889237	Admin- Meeting through August 31, 2020	09/09/2020	3,879.90
Bill	08/31/2020	21889236	General Legal through August 31, 2020	09/10/2020	1,134.75
Total Bracewell LLP					5,014.65
<b>City of Houston - Encroachment</b>					
Bill	09/02/2020	Inv 1521652	Encroachment Location: 601 Sawyer St 77007	09/12/2020	250.00
Bill	09/02/2020	1521651	Encroachment Location: 2106 Washington Ave 77007	09/12/2020	250.00
Bill	09/02/2020	Inv 1521653	Encroachment Location: 1900 Kane St 77007	09/12/2020	250.00
Total City of Houston - Encroachment					750.00
<b>Edminster Hinshaw Russ &amp; Associates Inc</b>					
Bill	08/31/2020	84270	Hemphill Street Prelim Engineering through 8.17.20	09/10/2020	2,700.00
Bill	08/31/2020	84271	General Engineering Consultant - \$20,000	09/10/2020	625.00
Total Edminster Hinshaw Russ & Associates Inc					3,325.00
<b>SMW Prinicple Solutions, Inc.</b>					
Bill	08/31/2020	1291	Administrative Consulting August 2020	09/10/2020	5,890.26
Total SMW Prinicple Solutions, Inc.					5,890.26
<b>The Morton Accounting Services</b>					
Bill	08/31/2020	2094	July and August CPA Services	09/10/2020	3,307.90
Total The Morton Accounting Services					3,307.90
<b>TOTAL</b>					<b>18,287.81</b>

**Old Sixth Ward Redevelopment Authority**  
**Capital Projects Detail**  
**July through August 2020**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>Capital Improvement Project</b>					
<b>T-1310 Hemphill Road</b>					
Bill	07/27/2020	83803	Edminster Hinshaw Russ & Associates Inc	Hemphill Street Prelim Engineering through 7.20.20	8,150.00
Bill	07/31/2020	1288	SMW Principle Solutions, Inc.	June 2020 Consulting	225.00
Bill	08/31/2020	1291	SMW Principle Solutions, Inc.	August 2020 Consulting	225.00
Bill	08/31/2020	84270	Edminster Hinshaw Russ & Associates Inc	Hemphill Street Prelim Engineering through 8.17.20	2,700.00
Total T-1310 Hemphill Road					11,300.00
<b>T-1313 Dow School Park</b>					
Bill	07/31/2020	1288	SMW Principle Solutions, Inc.	June 2020 Consulting	262.50
Bill	08/31/2020	1291	SMW Principle Solutions, Inc.	August 2020 Consulting	337.50
Total T-1313 Dow School Park					600.00
<b>T-1314 Streetscape</b>					
Bill	07/31/2020	1288	SMW Principle Solutions, Inc.	June 2020 Consulting	450.00
Bill	08/31/2020	1291	SMW Principle Solutions, Inc.	August 2020 Consulting	450.00
Total T-1314 Streetscape					450.00
Total Capital Improvement Project					12,350.00
<b>TOTAL</b>					<b>12,350.00</b>

**Old Sixth Ward Redevelopment Authority**  
**STATEMENT OF INCOME**  
Month Ended Aug 31, 2020 and 2019

	Aug 31, 2020	Aug 31, 2019	Variance	%
<b>Revenue</b>				
Grant Proceeds	\$ 0.00	\$ 90,000.00	\$ (90,000.00)	(100.00)%
Interest Income Money Market	<u>322.29</u>	<u>2,553.59</u>	<u>(2,231.30)</u>	<u>(87.38)%</u>
<b>Total Revenue</b>	<b>322.29</b>	<b>92,553.59</b>	<b>(92,231.30)</b>	<b>(99.65)%</b>
<b>Capital Improvement Project</b>				
T-1310 Hemphill Road	2,925.00	0.00	2,925.00	0.00 %
T-1312 Sustainable Streetscapes	0.00	5,700.00	(5,700.00)	(100.00)%
T-1313 Dow School Park	337.50	119,382.58	(119,045.08)	(99.72)%
T-1319 Sawyer St Reconstruction	<u>0.00</u>	<u>825.00</u>	<u>(825.00)</u>	<u>(100.00)%</u>
<b>Total Capital Improvement Project</b>	<b><u>3,262.50</u></b>	<b><u>125,907.58</u></b>	<b><u>(122,645.08)</u></b>	<b><u>(97.41)%</u></b>
<b>Gross Profit</b>	<b>(2,940.21)</b>	<b>(33,353.99)</b>	<b>30,413.78</b>	<b>(91.18)%</b>
<b>Operating Expenses</b>				
Bank Service Charges	33.30	0.00	33.30	0.00 %
Program and Project Consultatnt				
Engineering Consultant	625.00	3,952.50	(3,327.50)	(84.19)%
Legal Fees	1,134.75	600.00	534.75	89.13 %
Program Consultant	0.00	0.00	0.00	0.00 %
Tax Consultants	0.00	0.00	0.00	0.00 %
TIRZ Administration & Overhead				
Accounting Fees	3,307.90	1,208.30	2,099.60	173.76 %
Administration Consultant	9,207.66	4,565.56	4,642.10	101.68 %
Office Expenses	<u>0.00</u>	<u>446.25</u>	<u>(446.25)</u>	<u>(100.00)%</u>
<b>Total Operating Expenses</b>	<b><u>14,308.61</u></b>	<b><u>10,772.61</u></b>	<b><u>3,536.00</u></b>	<b><u>32.82 %</u></b>
<b>Operating Income (Loss)</b>	<b>(17,248.82)</b>	<b>(44,126.60)</b>	<b>26,877.78</b>	<b>(60.91)%</b>
<b>Other Income</b>				
Other Income	<u>0.00</u>	<u>100.00</u>	<u>(100.00)</u>	<u>(100.00)%</u>
<b>Total Other Income</b>	<b>0.00</b>	<b>100.00</b>	<b>(100.00)</b>	<b>(100.00)%</b>
<b>Net Income (Loss)</b>	<b><u>\$ (17,248.82)</u></b>	<b><u>\$ (44,026.60)</u></b>	<b><u>\$ 26,777.78</u></b>	<b><u>(60.82)%</u></b>



**Old Sixth Ward Redevelopment Authority**  
**BALANCE SHEET**  
Aug 31, 2020 and 2019

**Assets**

	2020	2019	Variance	%
<b>Current Assets</b>				
Mid South Money Mkt	\$ 0.00	\$ 230.28	\$ (230.28)	(100.00)%
Mid South Operating	0.00	1,088,957.50	(1,088,957.50)	(100.00)%
Prosperity Money Market	1,665,096.78	345,666.10	1,319,430.68	381.71 %
Prosperity Operating Account	104,966.99	47,470.34	57,496.65	121.12 %
Texas Class Investment Acct 781	71,877.98	1,006,983.31	(935,105.33)	(92.86)%
Accounts Receivable	0.00	90,000.00	(90,000.00)	(100.00)%
Prepaid Insurance	1,142.68	1,376.25	(233.57)	(16.97)%
	<u>1,843,084.43</u>	<u>2,580,683.78</u>	<u>(737,599.35)</u>	<u>(28.58)%</u>
<b>Total Current Assets</b>	<b>1,843,084.43</b>	<b>2,580,683.78</b>	<b>(737,599.35)</b>	<b>(28.58)%</b>
<b>Total Assets</b>	<b><u>\$ 1,843,084.43</u></b>	<b><u>\$ 2,580,683.78</u></b>	<b><u>\$ (737,599.35)</u></b>	<b><u>(28.58)%</u></b>

**Liabilities and Stockholders' Equity**

	2020	2019	Variance	%
<b>Current Liabilities</b>				
Accounts Payable	\$ 17,448.71	\$ 150,051.16	\$ (132,602.45)	(88.37)%
Cert Of Obligation Current Prin	160,000.00	150,000.00	10,000.00	6.67 %
Cert of Obligation Int Accrual	29,823.11	32,573.52	(2,750.41)	(8.44)%
Retainage Payable	0.00	32,014.31	(32,014.31)	(100.00)%
	<u>207,271.82</u>	<u>364,638.99</u>	<u>(157,367.17)</u>	<u>(43.16)%</u>
<b>Total Current Liabilities</b>	<b>207,271.82</b>	<b>364,638.99</b>	<b>(157,367.17)</b>	<b>(43.16)%</b>
<b>Long-Term Liabilities</b>				
Certificate of Obligation	<u>1,466,715.00</u>	<u>1,626,715.00</u>	<u>(160,000.00)</u>	<u>(9.84)%</u>
	<u>1,466,715.00</u>	<u>1,626,715.00</u>	<u>(160,000.00)</u>	<u>(9.84)%</u>
<b>Total Long-Term Liabilities</b>	<b>1,466,715.00</b>	<b>1,626,715.00</b>	<b>(160,000.00)</b>	<b>(9.84)%</b>
<b>Total Liabilities</b>	<b>1,673,986.82</b>	<b>1,991,353.99</b>	<b>(317,367.17)</b>	<b>(15.94)%</b>
<b>Stockholders' Equity</b>				
Fund Balance	(1,947,125.65)	(1,947,125.65)	0.00	0.00 %
Unrestricted Net Assets	2,151,344.18	2,684,210.72	(532,866.54)	(19.85)%
Net Income	<u>(34,854.12)</u>	<u>(147,755.28)</u>	<u>112,901.16</u>	<u>(76.41)%</u>
	<u>169,364.41</u>	<u>589,329.79</u>	<u>(419,965.38)</u>	<u>(71.26)%</u>
<b>Total Stockholders' Equity</b>	<b>169,364.41</b>	<b>589,329.79</b>	<b>(419,965.38)</b>	<b>(71.26)%</b>
<b>Statement Out of Balance</b>	<b>(266.80)</b>	<b>0.00</b>	<b>(266.80)</b>	<b>0.00 %</b>
<b>Total Liabilities and Stockholders' Equity</b>	<b><u>\$ 1,843,084.43</u></b>	<b><u>\$ 2,580,683.78</u></b>	<b><u>\$ (737,599.35)</u></b>	<b><u>(28.58)%</u></b>

**Old Sixth Ward Redevelopment Authority**  
**Profit & Loss Detail**  
**July through August 2020**

Type	Date	Num	Name	Memo	Amount
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Interest Income Money Market</b>					
Deposit	07/31/2020			Interest	363.58
Deposit	07/31/2020			Interest	15.62
Deposit	08/31/2020			Interest	310.80
Deposit	08/31/2020			Interest	11.49
Total Interest Income Money Market					701.49
Total Income					701.49
<b>Cost of Goods Sold</b>					
<b>Capital Improvement Project</b>					
<b>T-1310 Hemphill Road</b>					
Bill	07/27/2020	83803	Edminster Hinshaw Russ & Asso...	Hemphill Street Prelim Engineering through 7.20.20	8,150.00
Bill	07/31/2020	1288	SMW Principle Solutions, Inc.	June 2020 Consulting	225.00
Bill	08/31/2020	1291	SMW Principle Solutions, Inc.	August 2020 Consulting	225.00
Bill	08/31/2020	84270	Edminster Hinshaw Russ & Asso...	Hemphill Street Prelim Engineering through 8.17.20	2,700.00
Total T-1310 Hemphill Road					11,300.00
<b>T-1313 Dow School Park</b>					
Bill	07/31/2020	1288	SMW Principle Solutions, Inc.	June 2020 Consulting	262.50
Bill	08/31/2020	1291	SMW Principle Solutions, Inc.	August 2020 Consulting	337.50
Total T-1313 Dow School Park					600.00
<b>T-1314 Streetscape</b>					
Bill	07/31/2020	1288	SMW Principle Solutions, Inc.	June 2020 Consulting	450.00
Bill	08/31/2020	1291	SMW Principle Solutions, Inc.	August 2020 Consulting	
Total T-1314 Streetscape					450.00
Total Capital Improvement Project					12,350.00
Total COGS					12,350.00
Gross Profit					-11,648.51
<b>Expense</b>					
<b>Bank Service Charges</b>					
Check	07/31/2020			Service Charge	25.00
Check	08/31/2020			Service Charge	33.30
Total Bank Service Charges					58.30
<b>Program and Project Consultatnt</b>					
<b>Engineering Consultant</b>					
Bill	07/27/2020	83804	Edminster Hinshaw Russ & Asso...	Through 7.20.20 (86.54% Complete)	500.00
Bill	08/31/2020	84271	Edminster Hinshaw Russ & Asso...	Through 8.17.20 (89.66% Complete)	625.00
Total Engineering Consultant					1,125.00
<b>Legal Fees</b>					
Bill	08/31/2020	21889236	Bracewell LLP	General Legal through August 31, 2020	1,134.75
Total Legal Fees					1,134.75
<b>Tax Consultants</b>					
Bill	07/01/2020	55571	Equi-Tax, Inc.	July 2020 - June 30, 2021	1,941.00
Total Tax Consultants					1,941.00
Total Program and Project Consultatnt					4,200.75
<b>TIRZ Administration &amp; Overhead</b>					
<b>Accounting Fees</b>					
Bill	08/31/2020	2094	The Morton Accounting Services	July and August CPA Services	3,307.90
Total Accounting Fees					3,307.90
<b>Administration Consultant</b>					
Bill	07/31/2020	21888031	Bracewell LLP	Admin- Meeting through July 31, 2020	1,331.00
Bill	07/31/2020	1288	SMW Principle Solutions, Inc.	June 2020 Consulting	5,100.00
Bill	07/31/2020	1288	SMW Principle Solutions, Inc.	June 2020 - Expense Reimbursement	0.00
Bill	08/30/2020	21889237	Bracewell LLP	Admin- Meeting through August 31, 2020	3,879.90
Bill	08/31/2020	1291	SMW Principle Solutions, Inc.	August 2020 Consulting	5,325.00
Bill	08/31/2020	1291	SMW Principle Solutions, Inc.	August 2020 - Expense Reimbursement	2.76
Total Administration Consultant					15,638.66
Total TIRZ Administration & Overhead					18,946.56

**Old Sixth Ward Redevelopment Authority**  
**Profit & Loss Detail**  
 July through August 2020

Type	Date	Num	Name	Memo	Amount
<b>Utilities</b>					
Bill	07/02/2020	Inv 1509377	City of Houston - Encroachment	2021 Fee (August 2020 - August 2021)	266.80
Total Utilities					266.80
Total Expense					23,472.41
Net Ordinary Income					-35,120.92
<b>Net Income</b>					<b>-35,120.92</b>

**Old Sixth Ward Redevelopment Authority**

**FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

June 30, 2020

DRAFT



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**Old Sixth Ward Redevelopment Authority**  
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**June 30, 2020**

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## **INDEPENDENT AUDITORS' REPORT**

Board of Directors  
Old Sixth Ward Redevelopment Authority  
Houston, Texas

We have audited the accompanying financial statements of the governmental activities and major fund of Old Sixth Ward Redevelopment Authority (the Authority), a component unit of the City of Houston, Texas, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of Old Sixth Ward Redevelopment Authority as of June 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 7 and 20 through 21 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The schedule of operating expenses and capital expenditures for the year ended June 30, 2020 and the schedule of estimated project costs to actual costs for the period from November 7, 2002 (date of incorporation) through June 30, 2020 (supplementary information) are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Houston, Texas  
XXX, 2020

## Old Sixth Ward Redevelopment Authority Management's Discussion and Analysis

This discussion and analysis of Old Sixth Ward Redevelopment Authority's (the Authority) financial statements provides an overview of the Authority's financial performance during the years ended June 30, 2020 and 2019. This discussion and analysis includes comparative data for the year ended June 30, 2020 with the year ended June 30, 2019 and a brief explanation for significant changes between fiscal years. Since the Management's Discussion and Analysis is designed to focus on current activities, resulting changes and current known facts, please read in conjunction with the Authority's basic financial statements and the notes.

### FINANCIAL HIGHLIGHTS

- During fiscal year 2020, the Authority continued work on their capital improvement program and conducted various negotiations including the following:
  - Completed construction of the improvements to Dow School Park.
  - Started preliminary design phase of Hemphill street improvements.
- Since the creation of the Zone in December 1998, the appraised value for property located within the Zone has increased from approximately \$34.3 million in the Original Area, and \$72 million in the 2011 Annexed Area, to an estimated \$334.8 million in the Original Area, and an estimated \$120.6 million in the 2011 Annexed Area for Tax Year 2019.

### OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. According to the definition in Governmental Accounting Standards Board (GASB), the Authority qualifies as a special purpose government with one program - redevelopment of the Old Sixth Ward.

The Statement of Net Position includes all of the Authority's assets and liabilities, with the difference between assets and liabilities presented as net position. Over time, increases or decreases in the Authority's net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating. All of the current year's revenues and expenses are accounted for in the Statement of Activities, regardless of when cash is received or paid. The fund financial statements report information about the Authority on the modified accrual basis, which only accounts for revenues that are measurable and available within the current period or soon enough thereafter to pay liabilities of the current period. Adjustments are provided to reconcile the government-wide statements to the fund statements. Explanations for the reconciling items are provided as part of the financial statements.



## Old Sixth Ward Redevelopment Authority Management's Discussion and Analysis

### OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

#### *Statement of Net Position*

The Statement of Net Position includes all assets and liabilities using the accrual basis of accounting. The following table reflects condensed information (rounded to the nearest thousand) on the Authority's net position at June 30:

	2020	2019
<b>Assets:</b>		
Cash and cash equivalents	\$ 1,093,000	\$ 778,000
Investments	72,000	1,003,000
Grant receivable	90,000	-
Tax increment receivables	770,000	1,089,000
Prepaid insurance	1,000	1,000
<b>Total assets</b>	<b>2,026,000</b>	<b>2,871,000</b>
<b>Liabilities:</b>		
Accounts payable	166,000	293,000
Retainage payable	-	32,000
Interest payable	29,000	32,000
Loan payable - due within one year	160,000	150,000
Loan payable - due in more than one year	1,467,000	1,627,000
<b>Total liabilities</b>	<b>1,822,000</b>	<b>2,134,000</b>
<b>Net position - unrestricted</b>	<b>\$ 204,000</b>	<b>\$ 737,000</b>

The Authority's cash is held in demand deposits and money market accounts. In fiscal year 2020, excess funds were adequately collateralized. Texas CLASS, a local government investment pool, is used to invest available cash not needed for operations.

Grant receivable at June 30, 2020, represents amount owed by the City of Houston totaling \$90,000 for Dow Elementary Park Improvements under an executed Interlocal Agreement. The balance was fully collected in August 2020.

Tax increments are based on calendar year taxes which are then received the next fiscal year. The Authority received tax increments outstanding at June 30, 2020 in July and August 2020. The Authority received tax increments outstanding at June 30, 2019 in July 2019.

## Old Sixth Ward Redevelopment Authority Management's Discussion and Analysis

### OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

Accounts payable at June 30, 2020 and 2019, include amounts owed to vendors totaling approximately \$8,000 and \$134,000 for capital projects, respectively. Accounts payable at June 30, 2020 and 2019, also includes amounts owed related to municipal service costs of approximately \$143,000. In addition, at June 30, 2019 the Authority recorded retainage payable totaling \$32,014 under its ongoing construction contracts. This retainage was paid during fiscal year 2020 and there is no retainage payable outstanding at June 30, 2020.

#### **Statement of Activities**

The Statement of Activities presents the operating results of the Authority. The following table reflects condensed information (rounded to the nearest thousand) on the Authority's operations for the years ended June 30:

	2020	2019
Revenues:		
Tax increments	\$ 770,000	\$ 1,088,000
Grant proceeds	90,000	-
Investment income	25,000	8,000
<b>Total revenues</b>	<b>885,000</b>	<b>1,096,000</b>
Expenditures:		
Current	304,000	307,000
Capital outlay	1,019,000	1,300,000
Interest	95,000	103,000
<b>Total expenditures</b>	<b>1,418,000</b>	<b>1,710,000</b>
Change in net position	(533,000)	(614,000)
Net position, beginning of year	737,000	1,351,000
<b>Net position, end of year</b>	<b>\$ 204,000</b>	<b>\$ 737,000</b>

#### **Tax Increments**

The City and HISD have agreed, subject to certain limitations, to deposit to the Tax Increment Fund established for the Authority, a certain percentage of tax collections arising from their respective taxation of the increase, if any, in the appraised value of real property located in the Zone since a designated base year. The base year for the Zone is 2000. The City remits tax increments collected by the City and HISD on an annual basis.

## Old Sixth Ward Redevelopment Authority Management's Discussion and Analysis

### OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

During fiscal year 2020, the City reviewed its tax increment revenue calculations for tax years 2014 through 2017 and identified an overpayment of \$762,849. The City's previous methodology for its calculations did not properly prorate properties that are not 100% within the TIRZ boundaries. Accordingly, the City processed a one-time adjustment to apply the overpayment against the tax increment deposit for tax year 2019 (fiscal year 2020).

#### **Grant Proceeds**

In 2020, the Authority was granted \$90,000 under Interlocal Agreements with the City for the Authority's Dow Elementary Park project. No grant proceeds were received in 2019.

#### **Capital Outlay**

The Authority's capital projects consisted of the following during the years ended June 30:

	2020	2019
Dow School Park	\$ 901,000	\$ 158,000
Traffic Sign Replacement	76,000	-
Hemphill Road	27,000	-
Sustainable Streetscapes	6,000	39,000
Historic Sabine Street	5,000	1,008,000
Sawyer Street Reconstruction	2,000	7,000
Streetscape - Sidewalks, Curbs and Related Issues	2,000	-
Traffic Sign Rehabilitation	-	54,000
Sanitary Sewer Rehabilitation/Substitute	-	3,000
Sawyer Park	-	1,000
HAWK Pedestrian Crosswalk	-	1,000
Washington and Sawyer	-	29,000
<b>Total</b>	<b>\$ 1,019,000</b>	<b>\$ 1,300,000</b>

#### **Governmental Fund**

At June 30, 2020, the Authority's General Fund balance was approximately \$1,860,000 representing an approximate \$717,000 decrease from the prior year. The majority of the Authority's fund balances are currently committed or assigned to debt service (\$250,000) and capital projects (\$1,377,000).

# Old Sixth Ward Redevelopment Authority Management's Discussion and Analysis

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### *Capital Assets*

The Authority had no capital assets as of June 30, 2020 or 2019.

### *Debt*

During fiscal year 2010, the Authority received a \$3.05 million loan from the City to finance certain capital projects. Under the loan agreement, annual principal and semi-annual interest payments were due beginning in March 2010. The note is secured by tax increments. During the 2020 and 2019 fiscal years the Authority paid \$94,969 and \$102,853 of interest payments related to the loan, respectively and principal payments of \$150,000 and \$140,000, respectively, under this loan agreement. More detailed information about the Authority's debt is presented in the notes to the basic financial statements.

## GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Directors adopts an annual budget for the General Fund. The Authority's annual budget was not amended during the year. Actual tax increments received by the Authority will be less than budgeted each year because the Authority's adopted budget is based on gross tax increments to be remitted to the Old Sixth Ward TIRZ. The Authority only receives, and records, amounts available for the Authority's operations. Tax increments used for educational facilities, affordable housing and City administrative fees are withheld by the City and paid directly to the City or paid back to HISD.

## FUTURE PROJECTS

The Authority is pursuing the following projects within the Old Sixth Ward Zone:

- Complete design and reconstruction of Hemphill Road from Lubbock Street to Washington Avenue.
- Improvements to Washington Avenue driven by the Livable Center Study, the character of the neighborhood and the former Mayor's Complete Streets program.
- Re-construction of existing roadways within the Zone.
- Complete walkability/bikeability study for the Zone.

\*\*\*\*\*

This financial report is designed to provide a general overview of the Old Sixth Ward Redevelopment Authority's finances for all those with an interest in the government's finances and to show the Authority's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the City of Houston, 611 Walker, 10<sup>th</sup> Floor, Houston, TX 77002.

**Old Sixth Ward Redevelopment Authority  
Governmental Fund Balance Sheet and  
Statement of Net Position**

<i>June 30, 2020</i>	General Fund	Adjustments	Statement of Net Position
<b>Assets</b>			
Cash and cash equivalents	\$ 1,092,956	\$ -	\$ 1,092,956
Investments	71,851	-	71,851
Grant receivable	90,000	-	90,000
Tax increment receivables	770,186	-	770,186
Prepaid insurance	-	1,143	1,143
<b>Total assets</b>	<b>\$ 2,024,993</b>	<b>\$ 1,143</b>	<b>\$ 2,026,136</b>
<b>Liabilities</b>			
Accounts payable	\$ 165,380	\$ -	\$ 165,380
Interest payable	-	29,823	29,823
Loan payable - due in one year	-	160,000	160,000
Loan payable - due in more than one year	-	1,466,715	1,466,715
<b>Total liabilities</b>	<b>165,380</b>	<b>1,656,538</b>	<b>1,821,918</b>
<b>Fund balance</b>			
Committed	161,168	(161,168)	-
Assigned	1,698,445	(1,698,445)	-
<b>Total fund balance</b>	<b>1,859,613</b>	<b>(1,859,613)</b>	<b>-</b>
<b>Total liabilities and fund balance</b>	<b>\$ 2,024,993</b>	<b>-</b>	<b>-</b>
<b>Net position - unrestricted</b>		<b>\$ 204,218</b>	<b>\$ 204,218</b>
Total fund balance of governmental fund			\$ 1,859,613
Amounts reported for governmental activities in the statement of net position are different because:			
Prepaid insurance is expensed when incurred and therefore not reported in the fund			1,143
Loan payable and interest payable are not due and payable in the current period and therefore not reported in the general fund			(1,656,538)
<b>Net position of governmental activities</b>			<b>\$ 204,218</b>

*The accompanying notes are an integral part of these financial statements.*

**Old Sixth Ward Redevelopment Authority  
Governmental Fund Revenues, Expenditures and  
Change in Fund Balance and Statement of Activities**

<i>For the year ended June 30, 2020</i>	General Fund	Adjustments	Statement of Activities
<b>Revenues</b>			
Tax increments	\$ 770,186	\$ -	\$ 770,186
Investment income	25,123	-	25,123
Grant proceeds	90,000	-	90,000
<b>Total revenues</b>	<b>885,309</b>	<b>-</b>	<b>885,309</b>
<b>Expenditures</b>			
Current:			
Professional services	62,014	-	62,014
Administrative services	94,740	-	94,740
Municipal services agreement	142,891	-	142,891
Other	4,142	233	4,375
Capital outlay	1,051,200	(32,014)	1,019,186
Debt service:			
Principal payment	150,000	(150,000)	-
Interest expense	97,720	(2,751)	94,969
<b>Total expenditures</b>	<b>1,602,707</b>	<b>(184,532)</b>	<b>1,418,175</b>
<b>Excess of revenues over expenditures</b>	<b>(717,398)</b>	<b>717,398</b>	
<b>Change in net position</b>		<b>(532,866)</b>	<b>(532,866)</b>
<b>Fund balance/net position (deficit):</b>			
<b>Beginning of year</b>	<b>2,577,011</b>	<b>(1,839,927)</b>	<b>737,084</b>
<b>End of year</b>	<b>\$ 1,859,613</b>	<b>\$ (1,655,395)</b>	<b>\$ 204,218</b>
Net change in fund balance of governmental fund			\$ (717,398)
Amounts reported for governmental activities in the statement of activities are different because:			
Repayment of loan principal is an expenditure in the governmental fund, but the repayment reduces loans payable in the statement of net position			150,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental fund			34,532
<b>Change in net position of governmental activities</b>			<b>\$ (532,866)</b>

*The accompanying notes are an integral part of these financial statements.*

## Old Sixth Ward Redevelopment Authority Notes to Financial Statements

### **Note 1: DESCRIPTION OF ORGANIZATION**

Old Sixth Ward Redevelopment Authority (the Authority) is a not-for-profit local government corporation, incorporated on November 7, 2002 under the laws of the State of Texas, and operating under Chapter 431, Texas Transportation Code. On August 16, 2000, the City of Houston (the City) adopted Resolution No. 2000-40, which authorized 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 Reinvestment Zone Number Thirteen, City of Houston, Texas (Old Sixth Ward TIRZ or Zone).

#### ***Reinvestment Zone Number Thirteen***

Old Sixth Ward TIRZ was created on December 22, 1998, under Chapter 311, Texas Tax Code, by City Ordinance No. 98-1256, as a tax increment reinvestment zone (TIRZ). The TIRZ is created for the purpose of revitalizing and advancing the improvement of the Old Sixth Ward area. The TIRZ will provide a source of funding through the tax increments generated by redevelopment of the Old Sixth Ward area.

### **Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### ***Reporting Entity***

As required by accounting principles generally accepted in the United States of America, these basic financial statements represent all the funds of the Old Sixth Ward Redevelopment Authority. The Authority is a component unit of the City of Houston, Texas. Component units are legally separate entities for which the primary government is financially accountable. The City appoints voting Board Members and approves the Authority's budget. There are no separate legal entities that are a part of the Authority's reporting entity.

#### ***Measurement Focus and Basis of Accounting***

##### ***Government-Wide Financial Statement***

The statement of net position and the statement of activities display information about the reporting government as a whole. These statements are prepared on the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the Authority's assets, deferred outflows of resources, liabilities, and deferred inflows of resources are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred, regardless of the timing of the related cash flow. Annual assessments are recognized as revenues in the year for which they are levied. Expenses are recorded when liabilities are incurred.

## Old Sixth Ward Redevelopment Authority Notes to Financial Statements

### **Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Government-wide statements distinguish between governmental-type and business-type activities. Governmental activities are those financed through taxes, intergovernmental revenues, and other non-exchange revenues and are usually reported in governmental and internal service funds. Business-type activities are financed in whole or in part through fees charged for goods or services to the general public and are usually reported in proprietary funds. The Authority does not have any business-type activities.

#### ***Fund Financial Statements***

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus and have been prepared using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are “measurable and available”). “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The Authority considers all revenue available if it is collected within 60 days after the year-end. Expenditures are recorded when the related fund liability is incurred as under accrual accounting. The only fund of the Authority is the General Fund.

#### ***Fund Accounting***

The Authority uses funds to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions relating to certain government functions or activities. A fund is a separate entity with a self-balancing set of accounts. The fund the Authority uses, the general fund, is the general operating fund of the Authority. It accounts for all activities except those required to be accounted for in other funds.

#### ***Fund Balance Classification***

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable – amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact. The Authority did not have any nonspendable resources as of June 30, 2020.



## Old Sixth Ward Redevelopment Authority Notes to Financial Statements

### **Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Restricted – amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed – amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Authority's Board of Directors. These amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use by taking the same type of action (resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Assigned – amounts that are constrained by the Authority's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Directors or through the Board of Directors delegating this responsibility to the Authority's Board Chair through the budgetary process.

Unassigned – residual fund balance for the General Fund.

The Authority would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

#### ***Cash, Cash Equivalents and Investments***

Cash, cash equivalents and investments consist of demand and time deposits and funds maintained in a public funds investment pool.

Investments of the Authority consist of Texas Cooperative Liquid Assets Securities System (Texas CLASS), a local government investment pool created to meet the cash management and short-term investment needs of Texas governmental entities. Portfolio assets aim to comply with the Public Funds Investment Act, Texas Government Code (PFIA). Texas CLASS is administered by Public Trust Advisors, LLC and Wells Fargo Bank serves as the Custodian.

#### ***Tax Increments***

The City and the Houston Independent School District (HISD) (each a Participant) has agreed to deposit to the Tax Increment Fund established for the Old Sixth Ward TIRZ (the Tax Increment Fund) a certain percentage of tax collections arising from their taxation of the increase, if any, in the appraised value of real property located in the Old Sixth Ward TIRZ since January 1, 2000 (the Tax Increments).

## Old Sixth Ward Redevelopment Authority Notes to Financial Statements

### Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Each Participant is required to collect taxes on real property located within the Old Sixth Ward TIRZ in the same manner as other taxes are collected by the Participant. The Participant is then required to pay into the Tax Increment Fund the Tax Increments, as agreed upon in accordance with such Participant's agreement with the City and the Old Sixth Ward TIRZ (collectively, the Participation Agreements) by not later than the 90<sup>th</sup> day after the delinquency date for the Participant's property taxes. Thus, Tax Increments are due to be deposited in the Tax Increment Fund on May 1. The Tax Increment Financing Act under which the Old Sixth Ward TIRZ presently operates requires that for a petition created TIRZ, such as Old Sixth Ward TIRZ, one-third of the Tax Increments from each Participant be dedicated to providing affordable housing during the term of the Old Sixth Ward TIRZ. The City has agreed to pay 100% of their Tax Increments to the Tax Increment Fund beginning January 1, 1999.

HISD has agreed to pay 100% of the collected Tax Increments based on its then current tax rate per \$100 valuation of the Captured Appraised Value beginning January 1, 2000. As with the City, one-third of the HISD Tax Increments will apply to affordable housing. Of the remaining two-thirds of the HISD Tax Increment, \$0.32 per \$100 valuation will be applied to payment of non-educational facilities with the remaining amount paid to HISD for educational facilities. Under the provisions of the HISD interlocal agreement, taxes collected by HISD in any year on actual Captured Appraised Value that exceeds the estimate of Captured Appraised Value for that year shown in the Project Plan approved before September 1, 1999, shall be retained by HISD.

The Authority is dependent upon the Tax Increments. Default by any of the governmental entities involved in the Zone would impact the Authority's ability to repay its outstanding note and other obligations.

During fiscal year 2020, the City reviewed its tax increment revenue calculations for tax years 2014 through 2017 and identified an overpayment of \$762,849. The City's previous methodology for its calculations did not properly prorate properties that are not 100% within the TIRZ boundaries. Accordingly, the City processed a one-time adjustment to apply the overpayment against the tax increment deposit for tax year 2019 (fiscal year 2020).

#### ***Debt***

All debt to be repaid from governmental resources is reported as a liability in the government-wide statements. Debt consists of a loan payable.

Debt for the governmental funds is not reported as a liability in the fund financial statements. The debt proceeds are reported as other financing sources and the payment of principal and interest is reported as expenditures.

## Old Sixth Ward Redevelopment Authority Notes to Financial Statements

### **Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

#### ***Federal Income Tax***

The Authority is exempt from Federal income taxes under section 509(a) as an organization described in Section 501(c)3 of the Internal Revenue Code. Furthermore, the Internal Revenue Service has ruled that the Authority is a publicly-supported organization and is not a private foundation. Under the provisions of Interngoval Revenue Procedure 95-48, the Authority is not required to file public information returns on Form 990.

#### ***Use of Estimates***

The preparation of the Authority's basic financial statements in conformity with accounting principles generally accepted in the United States of America requires the Authority's management to make estimates and assumptions that affect the amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period.

#### ***Financial Instruments***

The Authority's financial statements (primarily cash and cash equivalents, investments, receivables, payables and debt) are carried in the accompanying basic financial statements at amounts which reasonably approximate fair value.

### **Note 3: AUTHORIZED INVESTMENTS**

The Board of Directors has adopted a written investment policy regarding the investments of its funds as defined in the Public Funds Investment Act of 1997 (Chapter 2256, Texas Government Code). Such investments include (1) obligations of the United States or its agencies; (2) direct obligations of the State of Texas or its agencies; (3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies; (4) certificates of deposit; and (5) various other items that comply with the Public Funds Investment Act.

### **Note 4: DEPOSITS AND INVESTMENTS**

Custodial credit risk for deposits with financial institutions is the risk that in the event of a bank failure, the Authority's deposits may not be returned to it. As of June 30, 2020, the carrying amount and bank balances of the Authority's deposits totaled \$1,092,956. The Authority's deposits in excess of Federal Deposit Insurance Corporation (FDIC) totaling \$842,956 were adequately collateralized.

## Old Sixth Ward Redevelopment Authority Notes to Financial Statements

### Note 4: DEPOSITS AND INVESTMENTS (Continued)

Investments include deposits of \$71,851, which the Authority has chosen to invest in the Texas CLASS. Texas CLASS is specifically tailored to meet Texas state and local government investment objectives of preservation of principal, daily liquidity and competitive yield. The program seeks to maintain a constant dollar objective and fulfills all requirements of the Texas Public Funds Investment Act for local government investment pools.

Credit risk is the possibility that the issuer of a security will fail to make timely payments of interest or principal. To minimize credit risk, Texas CLASS investment policy restricts investments of the portfolio into designated investments only. Market risk is the potential for a decline in market value generally due to, but not limited exclusively to, rising interest rates.

The Authority's investment in Texas CLASS is rated AAAM by Standard and Poor's and maintains a weighted average maturity of 60 days or less. The Authority considers the investments in Texas CLASS to have maturities of less than one year due to the fact the share position can unusually be redeemed each day at the discretion of the Authority, unless there has been a significant change in value.

Investments are reported at fair value in accordance with GASB Statements No. 79 and Statement No. 31, and therefore is not required to be categorized within the fair value hierarchy for purposes of GASB Statement No. 72. There is no difference between the fair value of the Authority's position in TexasCLASS and the amortized costs of the pool shares at June 30, 2020.

### Note 5: LOAN PAYABLE

A summary of changes in the Authority's loan payable follows:

Balance at July 1, 2019	\$ 1,776,715
Additions	-
Retirements	(150,000)
<hr/>	
Balance at June 30, 2020	\$ 1,626,715
<hr/>	
Current portion due	\$ 160,000
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**Old Sixth Ward Redevelopment Authority**  
**Notes to Financial Statements**

**Note 5: LOAN PAYABLE (Continued)**

In September 2009, the Authority entered into a \$3.05 million loan agreement (direct borrowing) with the City to fund certain capital projects. The loan bears interest at a rate of 5.5%. Annual principal and semi-annual interest payments are due beginning March 1, 2010. The note matures on March 1, 2029. The note is secured by the Authority's City Tax Increments. Future debt payments are as follows:

	Principal	Interest	Total
2021	\$ 160,000	\$ 89,468	\$ 249,468
2022	165,000	80,669	245,669
2023	170,000	71,594	241,594
2024	180,000	62,244	242,244
2025	190,000	52,344	242,344
2026-2029	761,715	96,904	858,619
<b>Total</b>	<b>\$ 1,626,715</b>	<b>\$ 453,223</b>	<b>\$ 2,079,938</b>

**Note 6: FUND BALANCES – GOVERNMENTAL FUND**

As of June 30, 2020, fund balances of the general fund are classified as follows:

Committed to:

Roadway and sidewalk improvements	\$ 16,250
Public utilities	138,017
Parks and recreational areas	3,708
Other commitments	3,193

Assigned to:

Debt service	249,468
Roadway and sidewalk improvements	1,216,227
Fiscal year 2021 administrative budget	232,750

<b>Total fund balances</b>	<b>\$ 1,859,613</b>
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**Old Sixth Ward Redevelopment Authority**  
**Notes to Financial Statements**

**Note 7: TAX INCREMENT SUMMARY**

The Authority's tax increment revenues, net of transfers, were received from the following participants:

	Gross Increment	Transfers	Net Increment
City of Houston	\$ 1,113,767	\$ (426,944)	\$ 686,823
Houston Independent School District	393,704	(310,341)	83,363
<b>Total Tax Increments</b>	<b>\$ 1,507,471</b>	<b>\$ (737,285)</b>	<b>\$ 770,186</b>

**Note 8: ENFORCEMENT AGREEMENT**

In connection with the City's purchase of Dow School and transfer of the title of Dow School to Multicultural Education and Counseling through the Arts (MECA), the City entered into a Declaration of Conditions and Restrictions (Declaration) agreement with MECA restricting the use of the property for community-based cultural and education purposes and requiring the historic character be maintained and the façade preserved. Since purchase of the Dow School was a part of the Old Sixth Ward TIRZ project plan, the City, the Zone and the Authority entered into an Enforcement Agreement (Agreement) whereas the Authority will assist the City in its monitoring and enforcing the Declaration to ensure compliance with the restrictions. The Authority will furnish a report to the City annually regarding MECA's compliance with the Declaration no later than January 31. The Authority will also notify the City of any other violations occurring throughout the year.

**Note 9: RISK MANAGEMENT**

The Authority is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; personal injuries; and natural disasters. The risk of loss is covered by commercial insurance. There have been no significant reductions in insurance coverage and no settlements.

## Old Sixth Ward Redevelopment Authority Notes to Financial Statements

### **Note 10: COMMITMENTS AND CONTINGENCIES**

#### ***Construction contracts and Consultant Agreements***

The Authority has entered into agreements with various engineering and construction contractors relating to capital projects. In addition, the Authority has entered into agreement with various consultants to provide professional services. These contracts will be paid in future periods as work is performed and services are provided. At June 30, 2020, the Authority had outstanding commitments under these agreements totaling approximately \$161,000.

#### ***Interlocal Agreements***

The Zone, the Authority, and the City entered into an Interlocal Agreement to provide for the improvements to Dow Elementary School Park. In August 2018, the City paid \$600,000 to the Authority towards the costs incurred and to be incurred for the Dow Elementary School Park improvements. In September 2019, an amendment to the Interlocal Agreement was executed for another \$90,000 towards this project. Upon the City's acceptance of the project, the Authority shall remit back to the City any portion of the project amount not expended for project costs. As of June 30, 2020, the Authority has expended \$1,091,628 under the Interlocal Agreement and therefore, no amount is expected to be remitted back to the City.

#### ***Municipal Services Agreement***

The Authority, the Zone, and the City entered into an agreement whereby the Authority will pay to the City incremental costs of providing municipal services incurred as a result of the creation of the Zone and the development of the land within the Zone. Payment of the incremental services costs is from the City's tax increment and is limited to the tax increment received by the Authority and the amount included in the Authority's annual approved budget. If the City increment is not sufficient in any year to pay the amount included in the approved budget, the amount due will accrue. Accrued amounts will not bear interest. The agreement renews annually each June 30.

#### ***Lease Agreement***

The Authority and the City entered into a lease agreement in November 2011 for purposes of constructing and maintaining a City park. The park will be open to the general public and primarily for the use and enjoyment of the surrounding neighborhood. Upon completion of the park, the Authority has certain obligations, as defined in the agreement, to maintain the park during the term of the agreement. The agreement is for an initial term of thirty (30) years. After the initial term, the term of the agreement continues for annual terms until either party terminates the agreement.

## Old Sixth Ward Redevelopment Authority Notes to Financial Statements

### **Note 11: SUBSEQUENT EVENTS**

The continued spread of COVID-19 pandemic is affecting the United States economies. As a result, uncertainties have arisen that may have a significant negative impact on the operating activities and results of the Authority. The occurrence and extent of such an impact will depend on future developments, including (i) the duration and spread of the virus, (ii) government quarantine measures, (iii) voluntary and precautionary restrictions on travel or meetings, (iv) the effects on the financial markets, and (v) the effects on the economy overall, all of which are uncertain.

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**REQUIRED SUPPLEMENTARY INFORMATION  
AND OTHER INFORMATION**

**Old Sixth Ward Redevelopment Authority  
Schedule of Revenues, Expenditures, and Change in  
Fund Balance – Budget to Actual – General Fund**

<i>For the year ended June 30, 2020</i>	Original and Final Budgeted Amounts	Actual Amounts (Budgetary Basis)	Variance With Final Budget
Budgetary fund balance - beginning of year	\$ 2,991,644	\$ 2,577,011	\$ (414,633)
<b>Resources</b>			
Tax increments	2,317,593	1,507,471	(810,122)
Grant proceeds	90,000	90,000	-
Other	6,284	25,123	18,839
Total available resources	5,405,521	4,199,605	(1,205,916)
<b>Expenses</b>			
Maintenance and operations	204,750	160,896	43,854
Capital outlay	1,630,000	1,051,200	578,800
Debt service	247,720	247,720	-
Other interfund transfers:			
Municipal services	142,891	142,891	-
Affordable housing	772,531	502,491	270,040
HISD educational facilities	163,218	154,106	9,112
Administrative fees	120,599	80,688	39,911
Total uses of resources	3,281,709	2,339,992	941,717
Budgetary fund balance - end of year	\$ 2,123,812	\$ 1,859,613	\$ (264,199)

*See independent auditors' report.*

**Old Sixth Ward Redevelopment Authority  
Schedule of Revenues, Expenditures, and Change in  
Fund Balance – Budget to Actual – General Fund (Continued)**

Explanation of differences between budgetary inflows and outflows  
and GAAP revenues and expenses

Sources/inflows of resources:

Actual amounts (budgetary basis)	\$ 4,199,605
Differences - Budget to GAAP:	
The fund balance at the beginning of the year is a budgetary resource but is not a current year revenue for financial reporting purposes	(2,577,011)
Budgeted revenues include HISD educational facilities transfers, city administrative charges and the affordable housing transfer to the city, while the Authority's fund reports revenues net of these transfers	(737,285)

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Total revenue as reported on the statement of revenues, expenditures, and change in fund balance - governmental fund	\$ 885,309
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Uses/outflows of resources:

Actual amounts (budgetary basis)	\$ 2,339,992
Differences - budget to GAAP	
Budgeted expenditures include HISD educational facilities transfers, city administrative charges and the affordable housing transfer to the city, while the Authority's fund reports revenues net of these transfers	(737,285)

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Total expenditures as reported on the statement of revenues, expenditures, and change in fund balance - governmental fund	\$ 1,602,707
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*See independent auditors' report.*

## Old Sixth Ward Redevelopment Authority Schedule of Operating Expenses and Capital Expenditures

For the year ended June 30, 2020

Management consulting services	Vendor	Budget	Actual Expenditures	Variance
<b>Administration and overhead:</b>				
Administrative support	Bracewell/SMW Principle Solutions	\$ 100,000	\$ 94,740	\$ 5,260
Insurance	N/A	2,250	1,247	1,003
Accounting	The Morton Accounting Services	15,000	17,684	(2,684)
Auditor - financial	Carr Riggs & Ingram, LLC	8,500	7,800	700
Bond/services/trustee/financial advisor	Equi-Tax	2,000	1,932	68
Office expenses/bank fees	Various	7,000	2,895	4,105
<b>Total administration and overhead</b>		<b>134,750</b>	<b>126,298</b>	<b>8,452</b>
Legal - general matters	Bracewell LLP	25,000	13,276	11,724
	Edminster, Hinshaw, Russ & Associates			
Engineering and program consultants		25,000	21,322	3,678
Planning consultant		20,000	-	20,000
<b>Total program and project consultants</b>		<b>70,000</b>	<b>34,598</b>	<b>35,402</b>
<b>Total management consulting services</b>		<b>\$ 204,750</b>	<b>\$ 160,896</b>	<b>\$ 43,854</b>
<b>Capital expenditures</b>				
<b>Sanitary Sewer Rehabilitation/Substitute (T-1304)</b>				
		\$ 150,000	\$ -	\$ 150,000
<b>Historic Sabine Street (T-1307):</b>				
Construction	Gonzalo Camacho	10,000	4,661	5,339
<b>Total Historic Sabine Street (T-1307)</b>		<b>10,000</b>	<b>4,661</b>	<b>5,339</b>
<b>Hemphill Road (T-1310):</b>				
Design	Edminster, Hinshaw, Russ & Associates	60,000	24,750	35,250
Consulting	SMW Principle Solutions	-	2,588	(2,588)
<b>Total Hemphill Road (T-1310)</b>		<b>60,000</b>	<b>27,338</b>	<b>32,662</b>
<b>Sustainable Streetscapes (T-1312)</b>				
	Trees for Houston	20,000	5,700	14,300
<b>Dow School Park (T-1313):</b>				
Design and Consulting	Edminster, Hinshaw, Russ & Associates/SMW Principles Solutions/Facility Solutions/Tolunay-Wong Engineers, Inc.	-	28,893	(28,893)
Construction	Millis Equipment, Inc/Asakura Robinson Company/Millis Development	1,100,000	872,492	227,508
<b>Total Dow School Park (T-1313)</b>		<b>1,100,000</b>	<b>901,385</b>	<b>198,615</b>

*See independent auditors' report.*

**Old Sixth Ward Redevelopment Authority**  
**Schedule of Operating Expenses and Capital Expenditures (Continued)**

Capital expenditures	Vendor	Budget	Actual Expenditures	Variance
Streetscape - Sidewalks, Curbs and Related Issues (T-1314):				
Planning	SMW Principles Solutions/Houston Business Journal	\$ 80,000	\$ 2,741	\$ 77,259
Total Streetscape - Sidewalks, Curbs and Related Issues (T-1314)		80,000	2,741	77,259
Traffic Sign Replacement (T-1318):				
Consulting	SMW Principles Solutions/William Arch. Signage & Consulting LLC	-	75,598	(75,598)
Traffic Sign Replacement (T-1318)		-	75,598	(75,598)
Sawyer Street Re-Construction (T-1319):				
Consulting	SMW Principles Solutions	-	1,763	(1,763)
Total Sawyer Street Re-Construction (T-1319)		-	1,763	(1,763)
Pedestrian Crossing Improvements on Washingtons (T-1320)		180,000	-	180,000
Memorial Silver Triangle Park (T-1321)		30,000	-	30,000
<b>Total capital expenditures</b>		<b>\$ 1,630,000</b>	<b>\$ 1,019,186</b>	<b>\$ 610,814</b>

*See independent auditors' report.*

**Old Sixth Ward Redevelopment Authority**  
**Schedule of Estimated Project Costs to Actual Costs**  
**For the Period November 7, 2002 (Date of Incorporation) through June 30, 2020**

	Estimated Total Costs	Total Expenditures	Variance
<b>Infrastructure improvements</b>			
Public utilities	\$ 15,400,000	\$ 3,833,957	\$ 11,566,043
Roadway and sidewalk improvements	21,912,000	2,767,983	19,144,017
Total infrastructure improvements	37,312,000	6,601,940	30,710,060
<b>Other project costs</b>			
Historic preservation	6,000,000	1,013,867	4,986,133
Parks and recreational facilities	6,134,000	259,030	5,874,970
Mitigation and remediation	100,000	-	100,000
Affordable housing	11,765,306	7,081,546	4,683,760
Education related projects	4,854,691	2,371,396	2,483,295
Financing costs	-	1,657,088	(1,657,088)
Zone creation	60,000	-	60,000
Zone administration	1,339,973	1,409,614	(69,641)
Total other costs	30,253,970	13,792,541	16,461,429
<b>Project plan total</b>	<b>\$ 67,565,970</b>	<b>\$ 20,394,481</b>	<b>\$ 47,171,489</b>

*See independent auditors' report.*

# Old Sixth Ward Redevelopment Authority

## REQUIRED COMMUNICATIONS

June 30, 2020

DRAFT



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

[CRlcpa.com](http://CRlcpa.com)

XX, 2020

Board of Directors  
Old Sixth Ward Redevelopment Authority

We are pleased to present the results of our audit of the 2020 financial statements of the governmental activities and major fund of Old Sixth Ward Redevelopment Authority (the Authority).

This report to the Board of Directors summarizes our audit, the reports issued and various analyses and observations related to the Authority's accounting and reporting. The document also contains the communications required by our professional standards.

Our financial audit was designed, primarily, to express opinions on the Authority's 2020 basic financial statements. We considered the Authority's current and emerging business needs, along with an assessment of risks that could materially affect the financial statements, and aligned our audit procedures accordingly. We conducted the audit with the objectivity and independence that you expect. We received the full support and assistance of Authority's consultants.

At Carr, Riggs & Ingram, LLC (CRI), we are continually evaluating the quality of our professionals' work in order to deliver audit services of the highest quality that will meet or exceed your expectations. We encourage you to provide any feedback you believe is appropriate to ensure that we do not overlook a single detail as it relates to the quality of our services.

This report is intended solely for the information and use of the Board of Directors and others within the Authority and should not be used by anyone other than these specified parties.

We appreciate this opportunity to work with you. If you have any questions or comments, please contact me at 832-333-7403 or at [ahill@cricpa.com](mailto:ahill@cricpa.com).

Very truly yours,

Alyssa Hill  
Partner



## Required Communications

As discussed during our planning process, our audit plan represented an approach responsive to the assessment of risk for the Authority. Specifically, we planned and performed our audit to:

- Perform audit services, as requested by the Board of Directors, in accordance with auditing standards generally accepted in the United States of America in order to express opinions on the Authority's financial statements for the year ended June 30, 2020;
- Address with the Board of Directors any accounting and financial reporting issues;
- Anticipate and respond to concerns of the Board of Directors; and
- Other audit-related projects as they arise and upon request.

We have audited the financial statements of governmental activities and major fund of Old Sixth Ward Redevelopment Authority (the Authority) for the year ended June 30, 2020. Professional standards require that we provide you with the following information related to our audit:

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p><b>Auditors' responsibility under Generally Accepted Auditing Standards</b></p>	<p>As stated in our engagement letter dated March 31, 2020, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP).</p> <p>Required supplementary information (RSI) accompanying the financial statements was subjected to certain limited procedures, including inquiries of management regarding the methods for preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during the audit of the Authority's basic financial statements. However, we did not audit the RSI and do not express an opinion or provide any assurance on the RSI.</p> <p>We were not engaged to report on other information requested by the City of Houston, which accompanies the basic financial statements but is not RSI. We did not audit or perform other procedures on this information and we do not express an opinion or provide any assurance on it.</p> <p>As part of our audit, we considered the internal control of the Authority. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.</p>

## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<b>Client's responsibility</b>	<p>Those charged with governance are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the basic financial statements of financial position and results of operations in conformity with the applicable framework. Those charged with governance are also responsible for the design and implementation of programs and controls to prevent and detect fraud.</p>
<b>Planned scope and timing of the audit</b>	<p>Our initial audit plan was not significantly altered during our fieldwork.</p>
<b>Management judgments and accounting estimates</b> <i>The process used by management in forming particularly sensitive accounting estimates and the basis for the auditors' conclusion regarding the reasonableness of those estimates.</i>	<p>The Authority believes estimates and assumptions, if any, provide a reasonable basis for the fair presentation of the basic financial statements.</p>
<b>Potential effect on the financial statements of any significant risks and exposures</b> <i>Major risks and exposures facing the Authority and how they are disclosed.</i>	<p>No such risks or exposures were noted.</p>
<b>Significant accounting policies, including critical accounting policies and alternative treatments within generally accepted accounting principles and the auditors' judgment about the quality of accounting principles</b>	<p>The significant accounting policies are described in note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed in fiscal year 2020. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the basic financial statements in the proper period.</p> <p>From our perspective, the Authority's significant accounting policies are appropriate for its purpose and the financial framework followed and has been applied consistently with the prior year. In evaluating the Authority's financial statement disclosures, we found them to be neutral, consistent and clear.</p>
<b>Significant difficulties encountered in the audit</b> <i>Any significant difficulties, for example, unreasonable logistical constraints or lack of cooperation by management.</i>	<p>None.</p>

## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p><b>Disagreements with management</b>  <i>Disagreements, whether or not subsequently resolved, about matters significant to the financial statements or auditors' report. This does not include those that came about based on incomplete facts or preliminary information.</i></p>	None.
<p><b>Other findings or issues</b>  <i>Matters significant to oversight of the financial reporting practices by those charged with governance. For example, an entity's failure to obtain the necessary type of audit, such as one under Government Auditing Standards, in addition to Generally Accepted Auditing Standards.</i></p>	None.
<p><b>Matters arising from the audit that were discussed with, or the subject of correspondence with, management</b>  <i>Business conditions that might affect risk or discussions regarding accounting practices or application of auditing standards.</i></p>	None.
<p><b>Corrected and uncorrected misstatements</b>  <i>All significant audit adjustments arising from the audit, whether or not recorded by the Authority, that could, individually or in the aggregate, have a significant effect on the financial statements. We should also inform the Board of Directors about uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented, that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. We should also inform the Board of Directors about any internal control deficiencies that could have prevented the misstatements.</i></p>	None.
<p><b>Consultations with other accountants</b>  <i>When management has consulted with other accountants about significant accounting or auditing matters.</i></p>	None of which we are aware except for those consultations in the normal course of business to the Authority's outside accountant.
<p><b>Written representations</b>  <i>A description of the written representations the auditor requested (or a copy of the representation letter).</i></p>	See section titled "Management Representation Letter".

## Required Communications

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p><b>Internal control deficiencies</b>  <i>Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditors' attention during the audit.</i></p>	<p>See section titled "Internal Control Findings".</p>
<p><b>Fraud and illegal acts</b>  <i>Fraud involving senior management, the Authority's consultants or those responsible for internal controls, or causing a material misstatement of the financial statements, where the auditor determines there is evidence that such fraud may exist. Any illegal acts coming to the auditors' attention involving senior management and any other illegal acts, unless clearly inconsequential.</i></p>	<p>We are unaware of any fraud or illegal acts involving consultants or causing material misstatement of the financial statements.</p>
<p><b>Other information in documents containing audited financial statements</b>  <i>The external auditors' responsibility for information in a document containing audited financial statements, as well as any procedures performed and the results.</i></p>	<p>Our responsibility related to documents (including annual reports, websites, etc.) containing the financial statements is to read the other information to consider whether:</p> <ul style="list-style-type: none"> <li>• Such information is materially inconsistent with the financial statements; and</li> <li>• We believe such information represents a material misstatement of fact.</li> </ul> <p>We have not been provided any such items to date and are unaware of any other documents that contain the audited financial statements.</p>

Board of Directors  
Old Sixth Ward Redevelopment Authority

In planning and performing our audit of the financial statements of the governmental activities and major fund of Old Sixth Ward Redevelopment Authority (the Authority) as of and for the year ended June 30, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of the Board of Directors and others within the Authority, and is not intended to be, and should not be, used by anyone other than these specified parties.

Houston, Texas

XX, 2020

DRAFT

[Date]

Carr, Riggs & Ingram LLC  
Two Riverway, 15<sup>th</sup> Floor  
Houston, Texas 77057

This representation letter is provided in connection with your audit of the financial statements of Old Sixth Ward Redevelopment Authority (the Authority), which comprise the respective financial position of the governmental activities, and major fund as of June 30, 2020, and the respective changes in financial position, and the disclosures (collectively, the “financial statements”), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, based solely on reliance of professional advice of counsel and other qualified professionals, as of the date of this letter, the following representations made to you during your audit.

#### **Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated March 31, 2020, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the Authority required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.

- 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 9) Guarantees, whether written or oral, under which the Authority is contingently liable, if any, have been properly recorded or disclosed.

**Information Provided**

- 10) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements (including information obtained from outside of the general ledger and subsidiary ledgers), documentation and other matters.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the Authority from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of Authority or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 11) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 12) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 13) We have no knowledge of any fraud or suspected fraud that affects the Authority and involves—
  - Management,
  - Consultants who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- 14) We have no knowledge of any allegations of fraud or suspected fraud affecting the Authority's financial statements communicated by consultants, former consultants, regulators, or others.
- 15) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 16) We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- 17) We have disclosed to you the identity of the Authority's related parties and all the related party relationships and transactions of which we are aware, including any side agreements.

**Government-specific**

- 18) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 19) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 20) The Authority has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.



- 21) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 22) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 23) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 24) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 25) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 26) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures.
- 27) The Authority has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) The Authority has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 29) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 30) The financial statements properly classify all funds and activities in accordance with [GASBS No. 34](#) , as amended, and [GASBS No. 84](#) .
- 31) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 32) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 33) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 34) Provisions for uncollectible receivables have been properly identified and recorded.
- 35) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 36) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

- 37) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 38) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 39) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 40) We have appropriately disclosed the Authority's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 41) We are following GASB Statement No. 54, paragraph 18, to determine the fund balance classifications for financial reporting purposes.
- 42) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS            §  
  §  
COUNTY OF HARRIS           §

I, the undersigned officer of the Board of Directors of the Old Sixth Ward Redevelopment Authority, hereby certify as follows:

1. The Board of the Old Sixth Ward Redevelopment Authority convened in regular session on the 16<sup>th</sup> day of September 2020, at a regular meeting via telephonic communication, in accordance with §418.016 of the Texas Government Code, as amended, and the temporary suspension of various open meeting statutes granted by the Texas Governor due to COVID-19 virus, and the roll was called of the duly constituted officers and members of the Board to-wit:

- |                   |                     |
|-------------------|---------------------|
| Phil C. Neisel    | Chair               |
| Larissa Lindsay   | Secretary           |
| Cynthia Card      | Assistant Secretary |
| Ann Guercio       | Director            |
| Claude Anello     | Director            |
| Grace Zuniga      | Director            |
| Alison N. Maillet | Director            |
| Leigh Hollins     | Director            |

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

**RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY AND LIST OF QUALIFIED BROKER/DEALERS OF THE OLD SIXTH WARD REDEVELOPMENT AUTHORITY**

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

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

SIGNED this 16th day of September 2020.

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Secretary

DRAFT

**RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY AND  
LIST OF QUALIFIED BROKER/DEALERS OF THE OLD SIXTH WARD  
REDEVELOPMENT AUTHORITY**

WHEREAS, the Old Sixth Ward Redevelopment Authority (the “Authority”), has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations, and has such authority as has been delegated to it by the City of Houston, Texas to act on behalf of Reinvestment Zone Number Thirteen, City of Houston, Texas; and

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

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

WHEREAS, the Authority has determined not to amend the Authority’s Investment Policy that is authorized to engage in investment transactions with the Authority dated October 16, 2019; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF OLD SIXTH WARD REDEVELOPMENT AUTHORITY THAT:

1. The Board hereby conducted the annual review of the Authority’s Amended Investment Policy, dated October 16, 2019, and confirms that same shall remain in effect until modified by action of the Board of Directors.
2. The Board hereby adopts the amended list of qualified broker/dealers, attached hereto as **Exhibit A**, and confirms that same shall be in effect until modified by action of the Board of Directors.
3. The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board.

[Signature page follows]

PASSED AND APPROVED THIS 16<sup>th</sup> day of September 2020.

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Chair

ATTEST:

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Secretary

DRAFT

## EXHIBIT A

### List of Qualified Broker/Dealers

Allegiance Bank Texas  
Amegy Bank, N.A.  
Bank of America, N.A.  
Bank of Houston  
Bank of Texas, N.A.  
BBVA Compass Bank  
Beal Bank, s.s.b.  
Capital Bank  
Capital Markets Group, Inc.  
Capital One Financial Corp.  
Central Bank  
Chasewood Bank  
Coastal Securities, Inc.  
Comerica Bank  
Commercial State Bank  
Community Bank of Texas  
Community State Bank  
Encore Bank  
Enterprise Bank  
First Bank  
First Bank & Trust Company  
First Bank Texas  
First Choice Bank  
First Citizens Bank  
First Community Bank  
First National Bank  
First National Bank of Bastrop  
First National Bank Texas  
FiServ  
Frost Bank  
Green Bank  
Herring Bank  
Hilltop Securities  
Hometown Bank, N.A.  
IBC Bank  
Independent Bank  
JP Morgan Chase Bank, N.A.  
JP Morgan Securities LLC  
LegacyTexas  
Legg Mason.  
LOGIC (Local Gov't. Investment Cooperative)  
Lone Star Bank, s.s.b.  
Lone Star Investment Pool  
LPL Financial  
Main Street Bank

Merchants Bank, N.A.  
Merrill Lynch & Co., Inc.  
Metro Bank, N.A.  
Midkiff & Stone Capital Group, Inc.  
MidSouth Bank  
Moody National Bank  
Morgan Stanley  
New First National Bank  
Patriot Bank  
Post Oak Bank  
Preferred Bank  
Prosperity Bank  
Raymond James  
RBC Capital Markets  
Regions Bank  
Security State Bank  
State Bank of Texas  
State Street Bank  
Sterling Bank  
Sun America Securities, Inc.  
Tex Star Investment Pool  
Texas Capital Bank, N.A.  
Texas Citizens Bank  
Texas CLASS  
Texas Community Bank  
Texas First Bank  
Texas Savings Bank, s.s.b.  
Texas State Bank  
Texpool/Texpool Prime  
The Bank of River Oaks  
TIB  
Tri Star Financial  
Trustmark National Bank  
UBS Financial Services, Inc.  
Unity National Bank  
Wallis State Bank  
Wells Fargo Advisors LLC  
Wells Fargo Bank, N.A.  
Westbound Bank  
Whitney Bank  
Woodforest National Bank



Tax Increment Reinvestment Zone (TIRZ) #13 – Old Sixth Ward  
**Committee Report Form**

**Committee Name:** Communications and Public  
Engagement

**Date of Meeting:** 9/1/2020

**Chairperson:** Ann Guercio

**Attendees:**

Alison Maillet

Sherry Weesner - Administrator

Ann Guercio

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**Points of Discussion:**

Media Policy  
Communications Policy  
Graphics and Website Proposals

**Items for Board Consideration/Action:**

Media policy  
Graphics and Website Proposals

ENE

**eLsqrd** MEDIA GROUP

WEB | MOBILE | SOCIAL

# Website and Graphic Design

Crafted for the Old Sixth Ward TIRZ 13

# Project Overview

This project aims to execute a complete redesign & development and corporate branding for the Old Sixth Ward TIRZ 13 (OSWT13). With advancing technology, the rise of social media, and the need for a cohesive digital identity, OSWT13 needs to create a website and branding that aligns with its goals and target audience. OSWT13 needs a full-featured website that functions as a powerful marketing and communications tool. They also need a top-quality graphic design to connect with their target audience and present a unified brand. This project aims to execute a complete design & development of a professional website and branding by:

1. Creating an intuitive navigation interface allows potential clients to find the information they need in a minimal amount of clicks. It will also adapt to the user's screen, no matter what device they choose for web browsing.
2. Deliver an ideal visual solution that will help drive OSWT13's business goals and act as a marketing tool to help communicate with their constituents and community.
3. Building a Content Management System using WordPress makes the process of updating and maintaining content efficient and straightforward. Using WordPress allows OSWT13 to manage content on the site and reduce administration costs quickly.
4. Inspire confidence among OSWT13's customers and encourage community growth.
5. Project an image of professionalism, both online and offline.

## Our Guarantee

Our goal is to enable Government and Nonprofit agencies to achieve their customer-centric objectives. We strive to learn who you are and what makes your organization thrive. Our team aspires to partner with organizations to provide valuable marketing and software development services with our vetted expertise! Your digital identity is crucial to your business. It's a channel through which customers, suppliers, potential new staff, and partners will find you and engage with you. It is fundamental to your business's success, and you want peace of mind that it will be up and available for your audience 24/7 without interruption. Keeping your website up to date, backed up, and secure can be time-consuming and a little tedious. It takes you away from what you should be doing, building relationships with your customers, staff, and partners.

Working with us means your organization will continue to drive attention and key partners at a fraction of the time it would take to do it yourself. Our guarantee is we make sure every piece of your website and digital identity are running 24/7.

# Project Communication

We always display our cautious approach by using reliable project management tools. We utilize a project management portal to keep all project communication and files in one place, and we utilize Zoom for any virtual/live communication. Up to **2 selected decision-makers** from OSWT13 are given access to their dedicated project board. Our goal is to keep all project communication and files here instead of email. If there is a need to schedule a phone call or video conference, we give prior notice to be respectful of everyone's schedule and availability.

# Project Team

The following members of our experienced team are here to ensure the project's success:



George Woodard

**Role:** Sr. WordPress Developer and Client Manager

Armed with an M.S. in Computer Science and over ten years of professionally developing websites, George is our resident geek at heart. He loves to learn and is always looking for new ways to make technology stretch and solve the latest problems that customers need. When not at work, he runs behind his active twin daughters or enjoys a cooking class with his wife.

**Link:** <https://www.linkedin.com/in/ghwoodard>

# Project Phases

We employ an Agile Software Development process that encourages OSWT13's involvement in each phase of the project. The length of each phase is subject to change based on active participation from OSWT13. OSWT13's team must provide us with everything that we need to complete each phase, including text, images, and other information, as we need it, and in the proper formats. We estimate that the project can be completed within **90 days beginning on September 23, 2020, and launching on February 9, 2021**. We believe that the project can be completed before the estimated launch date. If you are working with a tighter deadline, we can discuss arrangements to complete the project sooner.

*Phase 1 - Discovery (2 Weeks):* The purpose of this phase is to meet with OSWT13's team, agree on what success looks like, and agree on how to work together effectively – basically a chance to get everyone on the same page. As part of our research, we perform comprehensive End User Testing (via heatmap) of the current Chamber's website. We use the [heatmap](#) to help determine your visitors' psychology and lays the foundation for your website's success.

*Phase 2 - Design (4 Weeks):* Following the initial meetings and research, we develop the information architecture (also called a sitemap), corporate branding elements, and visual design. This phase also includes reviewing any current content and new content created specifically for this project. Mock-ups are full-color designs depicting the branding and website's finished look. OSWT13 are required to sign-off on the final full-color designs before the development phase can begin.

*Phase 3 - Development (5 Weeks):* Following the final design sign-off, we begin the development process. This phase includes back-end development, front-end development, SEO integration, social media integration, 3rd Party integrations, SEO Optimization (on-site and off-site), content migration, and all features established at the beginning. Our team uses the latest technologies for enhanced user experience and usability. We provide regular updates during the development phase.

*Phase 4: QA Testing and Launch (2 Weeks):* We conduct extensive testing, both during the development phase and before launch, to ensure that the website meets the requirements outlined in the Discovery phase. **OSWT13's involvement during testing is required.** We schedule a 90 Minute Training session during this phase to complete End User testing and training. Once the final version of the site is signed off, we migrate the final version to the live server.

# Your Investment

## In-Depth Discovery

\$1,660

We use the project discovery session to listen to your vision and agree on the best way to achieve that vision in a clean, professional way. We team up to establish the project scope, finalize the project timeline, perform our SEO Audit, and complete usability research of the current website.

**Deliverables/Actionable Items:** Discovery Session Report, SEO Audit Results, Usability/Heat Map Report

## Personalized Branding, Graphic, and Website Design

\$1,280

After our project discovery session, we begin the corporate branding and website design. Our graphic design phase includes the logo, matching social media assets, matching website design, website sitemap, eNewsletter templates, and a corporate branding guide. We also review any current content, and new content created.

**Deliverables/Actionable Items:** Website Sitemap, Design Mockups, and Gather and Review All Website Copy

## Customized Website Infrastructure

\$6,840

After finalizing the design, we'll take the input you gave us and integrate it into a beautiful, professional website. The new site is developed in a testing environment, first not to disrupt the current website. The following elements are features to ensure OSWT13 project's success:

- Develop a website with best-practice web standards, including responsive breakpoints for tablet and mobile experience, Performance Optimization, and SEO best practices.
- Integrate an AI-based ADA/WCAG Accessibility Compliance Widget to ensure OSWT13 and your visitors have a comfortable digital experience that meets strict governmental regulations.
- Build the website into WordPress and implement security best practices to improve the security of your website. We will fix your site security to keep the website up online and protected from hackers.

**Primary Issue:** Currently, if you browse to <https://old6wardtirz.org/>, you will see a Not

Secure message:

 Not Secure | old6wardtirz.org

- Build a robust online form system for newsletter signups, user submissions, interactive surveys, and more. Integrate the form system with an internal email to receive notifications.
- Develop a well-structured platform to allow OSWT13 to post thought-leading articles to attract targeted visitors to the website.
- Develop a document management library to share documents easily, present OSWT13 reports, and other publications.
- Implement user access controls that make sure people have the correct level of access to the central parts of your website.
- Integrate social media sharing to allow site visitors to share pages with their friends and colleagues on platforms such as Facebook, Twitter, and LinkedIn.
- Design, build, and implement Email Marketing Automation features to automatically share blog posts/news, send an automated welcome email, send targeted campaigns, track through visual reports, and are CAN-SPAM/CASL/GDPR compliant.
- Host a 90-minute training session via Zoom with up to two of your team members to show you how to manage and use your new website.
- Provide 1 Year of Enterprise Hosting on [DigitalOcean Cloud Hosting](#) with 99.99% uptime SLA.
- Provide 1 Year of 24/7 Technical Support for Maintenance and Support to include:
  - Around the clock security monitoring that goes the extra mile
  - World-class daily backups of your WordPress website
  - Stay in the loop with full visibility of real-time maintenance activity via our maintenance dashboard.
  - Have peace of mind while we perform regular WordPress software updates as they're made available.
  - Access to a video training user manual for your website in the admin area.
  - **Unlimited content updating.** We've got the content updating covered, so you focus on the higher value work! Our unlimited content updating includes adding or editing content like news posts, reports, documents, editing menus, and much more.

**Project Total**

**\$9,780**

## Option Feature - Social Media

**1 Year of Personalized Social Media Marketing - \$359/month x 12**

**\$4,308**

Our social media marketing service is designed to deliver the perfect amount of social content, at the right frequency, for each platform. We create tailored content and our goal is to keep your social media feeds active, interesting and reach your audience. Our services will enable people to find OSWT13 via social media and include the following:

- Creation of social media accounts with branding
- 2 Posts per week on 3 platforms: Twitter, Instagram and Facebook
- Targeted Hashtags with Captions
- 100% Unique Branded Content
- Automated sharing of content from the website to each platform (post bid notices, meetings, agendas, etc.)
- Reporting available through each social media account

## Payment Timeline

The estimated total cost of your solution (without optional features) listed below is subject to change based on project scope changes made by OSWT13. Payments are accepted electronically via Credit/Debit Card or ACH. The following table lists your project's payment schedule.

Project Development Fees	Amount
<b>Project Deposit</b> (50% deposit due before start of the project)	\$4,890.00
<b>Remaining Balance</b> (Remaining payment due before the launch of the project)	\$4,890.00

On-Going Support After 1st Year	Amount
<b>Includes Maintenance, Hosting, &amp; On-Going Technical Support - \$399 x 12</b>	\$4,788.00



# Prior Projects and References

<b>Christina Cornelius</b> Project Manager <i>Knudson, LP</i>	<b>DeLisha Peterson</b> Sr. UI/UX Developer Burnt Orange Designs	<b>Sherry F. Weesner</b> President, Memorial Heights Redevelopment Authority/TIRZ 5
Email: <a href="mailto:ccornelius@knudsonlp.com">ccornelius@knudsonlp.com</a> Phone: 773-447-8286 Site: <a href="https://montrosehtx.org/">https://montrosehtx.org/</a>	Email: <a href="mailto:delisha@burntorangedesign.com">delisha@burntorangedesign.com</a> Phone: 678-883-2630 Site: <a href="https://motorcityorthopedics.com/">https://motorcityorthopedics.com/</a>	Email: <a href="mailto:Sherry@MemorialHeightsTIRZ5.com">Sherry@MemorialHeightsTIRZ5.com</a> Phone: 281-610-3985 Site: <a href="https://memorialheightstirz5.com/">https://memorialheightstirz5.com/</a>

## Terms and Conditions

OSWT13 (“**You**”) is hiring eLsqrd Media Group (“**Us/We/Our**”) to design and develop a website for the estimated total price as outlined in the “Your Investment” section. The agreement contained in this contract constitutes the sole agreement between **You** and **Us** regarding all items included in this agreement.

Once **You** pay the full balance, any elements of text, graphics, photos, contents, trademarks, or other artwork to **You** for inclusion in the website. **We** assume **You** have permission from the rightful owner to use any code, scripts, data, and reports. Any files that **You** provide for inclusion, **You** will hold harmless, protect, and defend **Us** from any claim or suit arising from the use of such material.

**You** agree to provide everything that **We** need to complete the project – including text, images, and other information – when **We** need it and in the format **We** need. **You** agree to review **Our** work, provide feedback, and provide approval promptly. **You** agree to adhere to all scheduled deadlines. **You** also agree to stick to the payment schedule outlined in this contract.

**We** have the experience and ability to perform the services, and **We** will carry them out in a professional and timely manner. Along the way, **We** endeavor to meet all the deadlines set, but **We** can’t be responsible for a missed launch date or a deadline if **You** have been late in supplying materials or have not approved or signed off **Our** work on time at any stage. On top of this, **We** will also maintain the confidentiality of any information that **You** give us.

If **You** want to add new functionality or make any changes outside the scope of this agreement, that won't be a problem. However, **You** will be charged accordingly, and these additional costs will need to be agreed to before the extra work commences.

Live support is available during regular business hours, Monday-Friday 9:00 AM - 5:00 PM CST (excluding major national/bank recognized holidays). We fulfill all support requests via **Our** dedicated help-desk. Phone support is not available at this time.

**We** retain the right to display graphics and other web content elements as examples of their work in **Our** portfolio and as content features in other projects or publications. This agreement becomes effective when signed by **You** and **Us**. **You** agree that this contract entered into Alabama for purposes of venue, and any dispute will be litigated or arbitrated in Alabama.



***eLsqrd* MEDIA GROUP**

WEB | MOBILE | SOCIAL

Have any questions about anything included in the proposal? Email me, and I'll happily go through it with you.

256-248-9715

[george@elsqrd.com](mailto:george@elsqrd.com)

[www.elsqrd.com](http://www.elsqrd.com)

RESOLUTION ESTABLISHING ADDITIONAL POWERS OF THE  
PUBLIC ENGAGEMENT COMMITTEE  
AND MEDIA AND COMMUNICATIONS POLICY

WHEREAS, the OLD SIXTH WARD REDEVELOPMENT AUTHORITY (hereinafter referred to as the "Authority" or "OSWRA"), a local government corporation created pursuant to Chapter 431, Subchapter C, Texas Transportation Code; REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON, TEXAS, a tax increment reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code; and

WHEREAS, the Authority's Board of Directors (the "Board") hereby seeks to establish additional powers of the Communications and Public Engagement Committee to manage decisions concerning the Authority's communication to the public and media (the "Media Policy");

WHEREAS, the Authority acknowledges that the Board typically meets six times per year, and the Authority's community outreach will necessitate a greater degree of daily management and may require a delegation of certain of its operations to its Communications and Public Engagement Committee in order to timely manage, operate and maintain its media operations;

WHEREAS, the Board wishes to clarify its policy regarding the delegation of certain matters to the Communications and Public Engagement Committee;

WHEREAS, the Board has an Administrator, who serves as general manager for communications-related activities (the Administrator), and the Board wishes to delegate certain management duties to the Administrator.

WHEREAS, the Board wishes to further clarify its policy regarding media, community outreach, and public relations; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF TAX INCREMENT REINVESTMENT ZONE 13 THAT:

Section 1: The Board recognizes that members of the media may contact the Board or its consultants from time to time. The Board and its consultants will direct all media inquiries to the Administrator to communicate with the media. If selected to speak for the TIRZ/OSWRA, Board members may speak on matters of objective fact, published policy or other approved Board action(s) when communicating with the media on behalf of, relating to, or in conjunction with Authority matters or discussions. No contact with a member of the media concerning the Authority shall be deemed "off the record" or a matter of opinion.

Directors should NEVER take a cold call from a reporter. ALWAYS use this procedure to allow staff at least two hours to develop appropriate message points and determine who should deliver them. This grace period also provides the TIRZ/OSWRA with an opportunity to check the reporter's credentials, style, and angle so that the TIRZ/OSWRA can approach the interview fully prepared.

If a reporter asks a Director for information or an interview, the Director follows these steps:

1. Thank the reporter for having an interest in the TIRZ/OSWRA. Tell the reporter you are happy to provide all the information needed but cannot at the moment.
2. Get the reporter's name, publication/media source, and contact information, and let him or her know that you or someone representing the TIRZ/OSWRA will be in contact soon.
3. Call the Administrator who will contact the reporter, obtain and organize the information needed, or set up an interview.
4. You may also ask the reporter to call the Administrator directly. You should call the Administrator as soon as you hang up.

If a Director is selected to represent the TIRZ/OSWRA in a media interview, the following are suggestions.

- Stick to the prepared message points. Repeat points with little regard for the question.
- Keep answers simple. The public wants to know what time it is, not how to make a watch.
- Be friendly, but remember, the reporter is not your friend.
- There is no such thing as "off-the-record" or "off-camera." Don't say anything to a reporter that you wouldn't want in print. Always assume the camera/recorder is on. TV crews can and will film you without your knowledge, and print reporters can use anything you say to them. There is no such thing as an anonymous source either; if pressed, reporters at this level will give your name to editors who will print it.
- To the audience, the spokesperson is the TIRZ/OSWRA. When speaking on behalf of the TIRZ/OSWRA act professional, and confident.
- Limit print interviews to 30 minutes.

- For radio, try to create visual images. Use small words, short sentences, and avoid long explanations. Increase voice inflection, emphasize words, avoid monotone.
- Do not use "No Comment" as an answer. Repeat the message points instead.
- Prepare in advance for common kinds of questions you may face, such as:
  - Hypothetical -Don't answer these. Just say, "I'd rather not speculate on ... "
  - Statements -Reporters will sometimes make a statement and wait for you to respond. Do not respond, ask if they have a specific question.
  - Repeat questions -Most often the reporter did not understand your answer. Simplify, but do not embellish to the point of saying something you did not intend.
  - Misdirected question - Reporters will often ask you to speak for someone else: "How do you think the city will respond to your proposal?" Do not answer this one either. "I don't have the ability to answer that question. You should call ... "

Section 2: The Administrator is authorized to respond to factual information requests from members of the media, and may call upon the Authority Board Chair or other Board Members to discuss and prepare appropriate responses to media requests (1) having been deemed in need of immediate consideration; and (2) having the need for a response from the Authority within one (1) day from the receipt of that request. Note: If the reporter cannot provide a reasonable length of time to respond, the TIRZ/OSWRA simply cannot participate. Any discussion with the media shall have less than a quorum of Board members, but at least two representatives of the Authority (e.g., the Administrator and one (1) Board member, or two (two) board members) present.

Section 3: The Board recognizes that members of the public or organizations may respond to items about the TIRZ/OSWRA in the media. All board members should inform the administrator of these postings. Board members are encouraged to allow the Administrator and the Communications and Public Engagement Committee to handle any response. If the Board member feels that it is necessary that they respond, the response must clearly state that they are making statements as an individual. Although this has been clearly stated that you are speaking as an individual the communication may still be subject to the Public Information Act. The Board member must collect a screen shot of the statements and provide it to the TIRZ/OSWRA records manager (the zone attorney) for inclusion in TIRZ/OSWRA records.

Section 4: The Board authorizes the Communications and Public Engagement Committee to make operational decisions for communications and inquiries, media requests and/or

projects that have previously been approved by the Board, including, (1) approval of public speaking requests related to the Authority and media inquiries that have greater than a one (1) day deadline for response, and any media matter that arises in the case the Board Chair is unavailable to provide a timely response; (2) the creation and approval of media and presentation materials by or including the Authority; (3) the Authority's website; (4) the Authority's social media presence, including any Authority accounts on Facebook, Twitter, Instagram, or any other social media platform; (5) coordination of training related to public engagement and media; and (6) any other related media or communications policies directed by the Communications and Public Engagement Committee.

Section 5: The Board recognizes that members of the general public, including but not limited to area organization, civic clubs, neighborhood organizations, academic institutions, may contact the Board or its consultants from time to time to request that a member of the Board speak, represent the TIRZ/OSWRA, give a presentation, or schedule a meeting. The Board and its consultants will direct such inquiries that are not Texas Public Information Act requests, to the Administrator (TPIA requests shall be directed to the Zone Attorney.). Any speaking engagements, presentations, or meetings with members the public shall have less than a quorum of Board members, but at least two representatives of the Authority (e.g., the Administrator and one (1) Board member, or two (2) board members) present. Members of the Board -acting in their official capacity shall not share or cross reference information from other organizations without the Administrator's approval.

From time to time an organization may request that a member of the board or staff represent the TIRZ/OSWRA as an advisor or board member. Participation of this type or any appointment to represent the TIRZ/OSWRA requires Board Approval.

Section 6: The Board recognizes that members of the public or organizations may post items about the TIRZ/OSWRA on their social media or their website. All board members should inform the administrator of these postings. Board members are encouraged to allow the Administrator and the Communications and Public Engagement Committee to handle any response. If the Board member feels that it is necessary that they respond, the response must clearly state that they are making statements as an individual. Although this has been clearly stated that you are speaking as an individual the communication may still be subject to the Public Information Act. The Board member must collect a screen shot of the statements and provide it to the TIRZ/OSWRA records manager (the zone attorney) for inclusion in TIRZ/OSWRA records.

Section 7: The Board authorizes the Communications and Public Engagement Committee to direct actions by the Administrator for communications projects that will be brought to the Board for ratification at the subsequent Board meeting. The Board authorizes the Communications and Public Engagement Committee to approve details

related to theme, character, or design for media or communications projects that have been approved by the Board.

Section 8: The Board authorizes the Communications and Public Engagement Committee to develop and manage the content of the Authority's website. The Authority's website shall be subject to review by the Authority's legal counsel and the Administrator.

Section 9: The Board may develop a social media platform to communicate with its residents. Once such platform is approved by the Board, the Communications and Public Engagement Committee is authorized to delegate the development and management of the Authority's social media presence to the Administrator. The Authority's social media shall be subject to review by the Authority's legal counsel and the Administrator.

Section 10: All distributed material (including presentations, press releases, handouts, and any other branded or Authority represented material) must have the approval of the Communications and Public Engagement Committee or Board.

Section 11: Any content, communications, or information posted either on the Authority's/TIRZ/s website or the Authority's/TIRZ's official social media platforms that is not approved by the Communications and Public Engagement Committee are solely the views and opinions expressed as to the administrator of such third party website or social media accounts, and are expressly disclaimed by the Authority/TIRZ.

Section 12: The Board authorizes the Communications and Public Engagement Committee to authorize expenditures not to exceed \$1,000 per occurrence with a \$5,000 limit per 60-day period, if such expenditures are within the scope of a media or communications project that has been approved by the Board. Upon approval by the Communications and Public Engagement Committee, the Authority's bookkeeper may arrange for payment of such authorized expenditures.

Section 13: The Board reserves the right to retain all decisions related to any media or communications project which, in its discretion, the Board determines, must be brought to the Board for decisions related to any or all matters. The Board also reserves the right to rebut, refute and/or retract any statement or portion thereof made on behalf of, in the name of (or in any official capacity related to) the Authority, and to report such occurrences to the Mayor's Office of Boards and Commissions for further consideration.

##

[EXECUTION PAGE FOLLOWS]



PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Phil Neisel  
Chairman, Board of Directors

ATTEST:

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Secretary, Board of Directors

DRAFT