

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

DECEMBER 14, 2023

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

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY
AND
TIRZ NO. 5
MEETING OF DECEMBER 14, 2023**

Table of Contents

	<u>Page No.</u>
Director Attendance Record	1
Agenda	2-3
<u>CONSENT AGENDA</u>	
Minutes MHRA October 26, 2023	4-8
Minutes TIRZ No. 5 October 26, 2023	9-10
Financial Report Summary	11-19
Investment Report	20
<u>PRESIDENT REPORT</u>	
FEDERAL TRANSIT ADMINISTRATION MATTERS	
Resolution Authorizing President to File Applications with the Federal Transit Administration	21-23
Resolution Adopting Title VI Compliance Plan	24-48
DBE Policy Statement and Program	49-71
Work Authorization No. 12 – FTA Recipient Status [TGC]	72-74
<u>COMMITTEE APPOINTMENTS</u>	75
<u>PROJECTS AND ENGINEERING</u>	
Projects Overview Map	76
PROJECTS IN DESIGN AND ACTIVE STUDIES	
 Shepherd/Durham - Phase 2	
Work Authorization	77-85
 Waugh Drive and South Heights Boulevard Safety Improvements	
Work Authorization	86-93
 Pedestrian Improvements Shepherd at Memorial	
Work Authorization	94-101

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

Director Attendance Record

MEETING DATE	A. LENTS	J. HALE-HARRIS	C. MANRIQUEZ	R. STEIN	M. ZEVE	D. MCINTOSH	N. KNIGHT
10/22/20	Y	Y	Y	Y	-	-	-
01/28/21	Y	X	Y	Y	-	-	-
03/04/21	Y	Y	Y	Y	-	-	-
04/22/21	Y	Y	Y	Y	-	-	-
06/24/21	Y	Y	Y	Y	-	-	-
08/23/21	Y	X	Y	Y	-	-	-
09/23/21	Y	Y	Y	Y	-	-	-
10/28/21	Y	Y	Y	Y	-	-	-
12/09/21	Y	Y	Y	Y	-	-	-
04/28/22	Y	Y	X	Y	-	-	-
07/14/22	Y	Y	Y	Y	Y	-	-
09/22/22	Y	X	Y	Y	X	-	-
10/27/22	Y	Y	Y	Y	Y	-	-
12/08/22	Y	X	Y	Y	Y	-	-
02/23/23	Y	X	Y	X	Y	-	-
05/30/23	Y	Y	Y	Y	Y	Y	-
09/28/23	Y	X	Y	Y	Y	Y	-
10/26/23	Y	Y	Y	Y	Y	Y	Y

Y = Attended

X = Did not attend

- ii) **19th and Beall Area Pedestrian Safety Improvements** [CIP Project T-0534]:
 - A) Update on project development;
 - iii) **Shepherd/Durham and Selected Cross Streets - Phase 2** [CIP Project T-0523A]:
 - A) Update on project development; **77**
 - iv) **Little Thicket** [CIP Project T-0521]:
 - A) Update on project development;
 - v) **Westcott Roundabout Greenspace** [CIP Project T-0544]:
 - A) Update on project development;
 - vi) **Stude Park Improvement** [CIP Project T-0526]:
 - A) Update on project development;
 - vii) **Mobility Study for Shepherd/Durham Cross Streets, 8th Street to White Oak Bayou area, and 18th, 19th, and 20th Streets west of Durham** [CIP Projects T-0522A, T-0537, and T-0539]:
 - A) Update on project development;
 - viii) **Waugh Drive and South Heights Boulevard Safety Improvements** [CIP Project T-0535]:
 - A) Update on project development; **86**
 - ix) **Transportation Alternative Area Wide Study** [CIP Project T-0538]:
 - A) Update on project development;
 - B) Approve related Work Authorization (Quiddity);
 - x) **Pedestrian Improvements Shepherd at Memorial** [CIP Project T-0510]:
 - A) Update on project development;
 - B) Approve related Work Authorization (Quiddity); **94**
 - c) **APPROVED PROJECTS CURRENTLY NOT IN CONSTRUCTION OR DESIGN:**
 - i) Update on CIP Projects T-0532, T-0533, and T-0541;
 - d) **GRANT APPLICATIONS:**
 - i) Congressional District 7 Appropriations Request [CIP Project T-0543];
 - ii) 11th Street Sidepath [CIP Project T-0540];
 - A) Authorize President to take all appropriate action related to H-GAC Regional Strategic Transportation Fund application;
 - iii) Authorize other appropriate action;
 - e) **OTHER ITEMS:**
 - i) Approve project pay estimates, change orders, final estimates, retainage release, or other design, construction, or management contract administration items, and authorize other appropriate action;
8. **COMMUNICATIONS** (*Authority only*):
 - a) Receive update from Communications Committee;
 - b) Authorize appropriate action;
 9. **EXECUTIVE SESSION** (*Authority only, the Zone will recess for duration of closed session*):
 - a) **Convene executive session** for attorney consultation on authorized matters pursuant to Open Meetings Act, § 551.071, Government Code; deliberations regarding purchase, exchange, lease, or value of real property pursuant to Open Meetings Act, §551.072, Government Code; and/or deliberations regarding economic development negotiations pursuant to Open Meetings Act, §551.087, Government Code;
 - b) **Reconvene public session** and authorize appropriate action regarding executive session discussion;
 10. **CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY, AS NECESSARY** (*Zone only*);
 11. **ADJOURN.**

***The Board will conduct an in-person meeting at its physical meeting location with a quorum of the Board present; provided that some Board members may participate by videoconference as provided in Section 551.127, Government Code.**



SK Law, Attorneys for the District

**MINUTES OF REGULAR MEETING
OF
MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

OCTOBER 26, 2023

The Board of Directors (the “Board”) of Memorial-Heights Redevelopment Authority (the “Authority”), convened in regular session, open to the public, at 1980 Post Oak Boulevard, Suite 1380, Texas 77056, on the 26th day of October 2023, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Janice Hale-Harris	Secretary
Christopher David Manriquez	Director
Dr. Robert Stein	Director
Matt Zeve	Director
Donna McIntosh	Director

NEW DIRECTOR

Nikki Knight	Director
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and all of said persons were physically present.

Also present for the meeting were:

Staff & Consultants: Sherry Weesner, President of the Authority; Kristen Hennings and Matt Kainer of Quiddity-1, Inc. (“Quiddity”); Jim Webb of The Goodman Corporation (“TGC”); Melissa Morton of The Morton Accounting Services (“TMAS”); John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”);

Government Entities: Jennifer Curley of the City of Houston (the “City”); Tunisia Smith, Sue Theiss, Stephanie Guillot, and Grady Mapes of Texas Department of Transportation (“TXDOT”); Linda Trevino and Amma Cobbinah of METRO;

Community Entities and General Public: Stacie Fairchild of Super Neighborhood 22 – Washington Avenue Coalition/Memorial Park; Jeff Casbeer of LJA; Argentina James, Kristina Hadley; Marie Carlisle; Glen Crawford of Aurora Technical Services; Steve Hrcncir of HNTB; Mike Zieutek of Hill Day PR; Bin Wang of WSP.

DETERMINE QUORUM; CALL TO ORDER

Chair Lents noted that a quorum was present and called the meeting to order. She advised that Mr. Pierre has resigned from the Board. She then introduced and welcomed Director Nikki Knight who has been appointed to replace Mr. Pierre.

Receive comments or questions from the public

The next item on the agenda was to receive comments and questions from the public. Chair Lents noted that public comments would only be received at this point of the meeting, due to guest presentations from METRO and TXDOT. She stated the presentations will update the Board on major initiatives by those agencies and the impact on Authority projects. There were no comments or questions from the public.

CONSENT AGENDA

- a. Approve Authority minutes of September 28, 2023;
- b. Receive Financial Report Summary and Quarterly Investment Report;

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve the Consent Agenda items.

CHAIR REPORT & PRESIDENT REPORT

Chair Lents and Ms. Weesner advised that in the interest of time, their reports would be waived.

RATIFY FY 2024 BUDGET

Ms. Weesner advised that the City has modified the final version of the budget. She advised the revised and now final budget is contained in the Board packet. She reviewed the changes, noting modifications to the Shepherd phase 3 project funding.

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to ratify approval of the FY 2024 budget as presented.

FINANCIAL MATTERS

Director Manriquez next reported to the Board on financial matters.

Authorize Payment of Invoices

The Board reviewed the invoices submitted for payment. Chair Lents advised that the Projects Committee has reviewed project-related invoices, and recommended approval. Director Manriquez advised that the Finance Committee has also reviewed the invoices put before it and recommended approval.

Following discussion of the invoices, a motion was made by Director Knight, seconded by Director McIntosh, and approved unanimously by the Board to approve the payment of all invoices presented.

Review and approve reimbursement to Hanover

Director Manriquez and Ms. Weesner reviewed with the Board the Hanover reimbursement spreadsheet prepared by the City.

Review and approve reimbursement to Regent Square

Director Manriquez and Ms. Weesner also reviewed the Regent Square reimbursement spreadsheet prepared by the City.

Following discussion of the developer reimbursement amounts, a motion was made by Director Knight, seconded by Director McIntosh, and approved unanimously by the Board to approve the reimbursement payments as presented to Hanover and Regent Square, and to authorize execution by the President of any related documentation and electronic transmission of the funds.

PROJECTS AND ENGINEERING

The Board next received an update on Authority projects.

PROJECTS IN CONSTRUCTION

Ms. Hennings reviewed a Project Overview Map showing the locations and status of projects in progress.

Shepherd/Durham and Selected Cross Streets – Phase 1

Update on project

Mr. Kainer then presented a photographic review of construction progress to date. He discussed work north of 20th street advising that storm sewer improvements have been completed with paving following close behind. He noted the end of phase 2 traffic controls at 24th Street and advised that contractors are working carefully around an existing major COH waterline to avoid damage or disruption. He also advised that work continues on adjacent cross streets and utility adjustments. He discussed

streetscape work including Silva Cell use and installation, and the related function of pavers in enhancing water access to trees and vegetation.

Update on construction claims, damages, and litigation

Mr. Kuhl provided a brief update on litigation matters.

Yale and Center Street Intersection

Update on project

Ms. Weesner updated the Board on project progress noting that construction contract finalization is in process.

PROJECTS IN DESIGN

North Canal Project

Update on project development

Ms. Weesner advised that regular planning meetings are in progress with input from adjacent Super Neighborhood groups.

19th and Beall Area Pedestrian Street Safety Improvements

Update on project development

Ms. Weesner reviewed the project and safety focus. She advised the TXDOT rebidding is set for November.

Authorize President to approve construction related matters

Chair Lents noted the likely need for quick action by the Authority with TXDOT on funding components. She suggested that Ms. Weesner be given authority to approve Authority funding components within a specific range. Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to authorize the President to accept bid components up to 150% of estimates.

Shepherd/Durham and Selected Cross Streets – Phase 2

Update on project development

Ms. Weesner advised that final comments from TXDOT are being addressed.

Approve Interlocal Agreement with COH

Ms. Weesner presented the latest version of an Interlocal Agreement with the City pertaining to participation in the project. She stated that the agreement essentially provides for project design by the Authority and construction by the City. Upon motion by Director Zeve, seconded by Director McIntosh, and after full discussion, the Board voted unanimously to approve the Interlocal Agreement with the City and authorize execution, subject to finalization modifications determined necessary by the President.

Little Thicket

Update on project development

Ms. Weesner updated the Board on bidding progress. She stated that additional issues pertaining to constructability are being reviewed and that the bid process will continue next week. She also advised that construction is expected to commence in the spring of 2024.

Westcott Roundabout Greenspace

Update on project development

Ms. Weesner provided an update on the project, noting that Ms. Hennings has provided a draft RFQ, which will be presented to the Projects Committee in the coming weeks.

Stude Park Improvement

Update on project development

Ms. Weesner provided an update on design matters, noting input from the Parks Department.

Shepherd/Durham Cross Streets, 8th Street to White Oak Bayou area, and 18th, 19th, and 20th Streets west of Durham

Ms. Weesner provided an overview of the consolidated project.

Waugh Drive and South Heights Safety Improvements

Update on project development

Ms. Weesner advised that she and Mr. Webb have been meeting with the City to discuss the system to be used for design development and construction of the project.

APPROVED PROJECTS CURRENTLY NOT IN CONSTRUCTION OR DESIGN

Ms. Weesner then discussed projects in the budget which are not in the design or construction phases.

White Oak at Greenleaf (CIP T-0541)

Ms. Weesner reviewed coordination with TXDOT and the City required for the project. She noted the project would not be active until next year.

GRANT APPLICATIONS

Mr. Webb reviewed federal and state grant programs awarded to date, noting a new \$460,000 hike and bike safety grant currently in the approval process by TXDOT.

Mr. Webb then reviewed two new HSIP submissions for safety projects that will be sent to the City for approval. The first project includes intersection improvements along Ella and TC Jester at a cost of approximately \$2.5 million. The second project includes Zone-wide safety improvements along Yale, Washington, and TC Jester at a cost of approximately \$1.7 million. He noted that some improvements will be outside the Zone boundaries, but will link to improvements within. He advised that, if approved, the grants are funded at 90% by TXDOT, and that the 10% match by the Authority will more than adequately be offset by the improvement costs allocated within the Zone.

Mr. Webb also updated on HGAC actions on the 11th Street shared path project.

Mr. Webb then discussed the District 7 earmark. He advised that there will likely be continuing delays with the associated Congressional budget approval process.

Chair Lents commended Mr. Webb and TGC on grant productivity, noting the immense benefit to the Authority.

APPROVE DESIGN, CONSTRUCTION, OR MANAGEMENT CONTRACT ADMINISTRATION ITEMS

Approve Quiddity Work Authorization

Ms. Hennings presented Work Authorization No. 1 for general engineering services. Upon motion

by Director McIntosh, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve the work authorization as presented, and to authorize execution by the President or other appropriate officers.

COMMUNICATIONS

Receive update from Communications Committee

Director Hale-Harris provided an update on communication matters. She advised that the Shepherd/Durham project has recently received some negative press. She stated that appropriate responses have been provided by the Authority. She noted that despite the recent press coverage, the project retains an overall positive perception with the general public.

EXECUTIVE SESSION

Mr. Kuhl stated that an executive session for the Board would not be necessary.

PRESENTATIONS FROM OUTSIDE AGENCIES

Receive presentation from METRO

Ms. Cobbinah provided a PowerPoint presentation on the METRO Moving Forward Plan and the related I-10 corridor project. She advised that the I-10 project connects BRT service from NWTC to downtown, and will contain several BRT stations within the Zone. She noted that construction is expected to begin in 2027, and service to begin in 2029. Chair Lents and Ms. Weesner commended the METRO coordination with the Authority on the BRT stations within the Zone, particularly the Shepherd/Durham and Studemont stops, noting the connection and enhancement to ongoing Authority Projects.

Receive presentation from TXDOT

Mr. Mapes provided a PowerPoint presentation on current TXDOT planning and timeframes for a major rehabilitation of I-10. He discussed a primary project focus on resiliency, noting included improvements to flood control, stormwater retention and detention, and related emergency management. He reviewed likely enhancements and new elevations for primary traffic and HOV lanes, and coordination with METRO on the BRT lanes. He reviewed stakeholder outreach and feedback, and TXDOT plans to address concerns. He advised that project construction is likely to commence in winter of 2024.

Chair Lents expressed appreciation for TXDOT's deep dive into noise control, aesthetics, and tree and vegetation preservation. She noted the economic development role of the Authority and the need to create and sustain environments where people want to be.

Ms. Weesner also expressed appreciation for the attention to enhanced pedestrian and bike lane facilities, noting the need for continued coordination on related and impacted Authority projects.

Director Zeve queried on the handling of conflicts with homeless encampments. Mr. Mapes reviewed TXDOT policies regarding construction projects and encampments. He noted ongoing coordination with applicable government agencies and municipalities to address issues.

Chair Lents again expressed appreciation to METRO and TXDOT for their presentations and continued coordination with the Authority.

There being no more business before the Authority, the meeting was adjourned.

Secretary
Memorial-Heights Redevelopment Authority

**MINUTES OF REGULAR MEETING
OF
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS**

OCTOBER 26, 2023

The Board of Directors (the "Board") of Reinvestment Zone Number Five, City of Houston, Texas (the "Zone"), convened in regular session, open to the public, at 1980 Post Oak Boulevard, Suite 1380, Houston, Texas 77056, on the 26th day of October, 2023, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Janice Hale-Harris	Secretary
Christopher David Manriquez	Director
Dr. Robert Stein	Director
Matt Zeve	Director
Donna McIntosh	Director

NEW DIRECTOR

Nikki Knight	Director
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and all of said persons were physically present.

Also present for the meeting were:

Staff & Consultants: Sherry Weesner, President of the Authority; Kristen Hennings and Matt Kainer of Quiddity-1, Inc. ("Quiddity"); Jim Webb of The Goodman Corporation ("TGC"); Melissa Morton of The Morton Accounting Services ("TMAS"); John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP ("SKLaw");

Government Entities: Jennifer Curley of the City of Houston (the "City"); Tunisia Smith, Sue Theiss, Stephanie Guillot, and Grady Mapes of Texas Department of Transportation ("TXDOT"); Linda Trevino and Amma Cobbinah of METRO;

Community Entities and General Public: Stacie Fairchild of Super Neighborhood 22 – Washington Avenue Coalition/Memorial Park; Jeff Casbeer of LJA; Argentina James, Kristina Hadley; Marie Carlisle; Glen Crawford of Aurora Technical Services; Steve Hrcncir of HNTB; Mike Zieutek of Hill Day PR; Bin Wang of WSP.

DETERMINE QUORUM; CALL TO ORDER

Chair Lents noted that a quorum was present and called the meeting to order. She advised that Mr. Pierre has resigned from the Board. She then introduced and welcomed Director Nikki Knight who has been appointed to replace Mr. Pierre.

Receive comments or questions from the public

Chair Lents asked for comments and questions from the public. There were no comments or questions from the public.

CONSENT AGENDA

- a. Approve Zone minutes of September 28, 2023;

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve the Consent Agenda items.

RATIFY FY 2024 BUDGET

Ms. Weesner advised that the City has modified the final version of the budget. She advised the revised and now final budget is contained in the Board packet. She reviewed the changes, noting modifications to the Shepherd phase 3 project funding.

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to ratify approval of the FY 2024 budget as presented.

CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY

The next item on the agenda was to consider, confirm, or ratify the action of Memorial-Heights Redevelopment Authority, as may be necessary. The Board noted that no confirmation or ratification action was necessary.

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

Secretary
Reinvestment Zone Number Five,
City of Houston, Texas

DRAFT



**Memorial Heights Redevelopment Authority
Monthly Financial Report Summary
December Board Meeting
Thursday, December 14, 2023**

At the beginning of October, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$58,082,598. TIRZ #5 received a total of \$1,148,845 mainly from Grant Income (\$646,889) and Interest (\$493,030). During the period, TIRZ #5 processed \$2,917,979 in disbursements during the period. 90% of the disbursements related to disbursements to SER Construction for CIP Projects (\$2,635,697). The ending balance as of month end November 30, 2023 was \$56,313,464.

The invoices pending approval total \$644,448. See attached “Unpaid Bills Detail” Report for invoices pending approval and invoices paid in between board meetings.

There was \$1,546,768 spent for Capital Projects for the period. The projects that utilized the majority of the funding was T-0523A Shepherd/Durham Reconstruction (\$1,518,293). See attached “Capital Improvement Projects” Report on page 4.

Memorial Heights Redevelopment Authority
Unpaid Bills Detail
As of December 8, 2023

Type	Date	Num	Memo	Due Date	Open Bala...
Goodman Corporation					
Bill	12/01/2023	11-2023-64	MRA109 General Planning Support November 2023	12/11/2023	2,356.25
Bill	12/01/2023	11-2023-65	MRA113 Project - Phase I Construction Phase Grant Mngt Novem...	12/11/2023	9,813.84
Bill	12/01/2023	11-2023-66	MRA115 Project - Phase II Design and Bid November 2023	12/11/2023	2,000.65
Total Goodman Corporation					14,170.74
Masterson Advisors LLC					
Bill	12/01/2023	23-276D	Continuing Disclosure Annual Fee FY 2023	12/11/2023	3,500.00
Total Masterson Advisors LLC					3,500.00
Sanford Kuhl Hagan Kugle Parker Kahn					
Bill	12/01/2023	23-1128	Admin/Meeting through November 2023	12/11/2023	100.00
Bill	12/01/2023	23-1129	Legal services through November 2023	12/11/2023	9,863.53
Bill	12/01/2023	23-1130	Legal services through November 2023	12/11/2023	125.00
Bill	12/01/2023	23-1131	Legal services through November 2023	12/11/2023	780.00
Bill	12/01/2023	23-1132	Legal services through November 2023	12/11/2023	3,965.00
Total Sanford Kuhl Hagan Kugle Parker Kahn					14,833.53
Sovereign Regent Square LLC					
Bill	09/30/2023	Reimburse...	Developer Reimbursement 2023(Construction Cost)	10/10/2023	609,988.64
Total Sovereign Regent Square LLC					609,988.64
The Morton Accounting Services					
Bill	11/30/2023	2505	November CPA Services	12/10/2023	1,954.68
Total The Morton Accounting Services					1,954.68
TOTAL					<u>644,447.59</u>

11:55 PM

12/07/23

Accrual Basis

**Memorial Heights Redevelopment Authority
Capital Improvement Projects
October through November 2023**

Type	Date	Num	Name	Memo	Amount
Capital Improvement Plan					
T-0522A 18th St & Surrounding					
Bill	10/31/2023	ARIV1008878	Quiddity Engineering, LLC	Total Fee \$198,517.60	928.07
Total T-0522A 18th St & Surrounding					928.07
T-0523A Shepherd Durham & Cross					
Bill	10/31/2023	10-2023-76	Goodman Corporation	-MULTIPLE-	9,863.95
Bill	10/31/2023	10-2023-22	Goodman Corporation	MRA115 Federal and TxDOT	4,001.30
Bill	10/31/2023	10-2023-23	Goodman Corporation	MRA118 Right of Way Acquisition	3,202.50
Bill	10/31/2023	23-0992	Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	5,800.00
Bill	10/31/2023	90192237	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project October ...	133,165.96
Bill	10/31/2023	ARIV1008874	Quiddity Engineering, LLC	Total Fee - \$310,660	2,265.80
Bill	10/31/2023	ARIV1008875	Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Phase ...	637.50
Bill	10/31/2023	ARIV1008876	Quiddity Engineering, LLC	Total Fee - \$364,200	806.25
Bill	10/31/2023	131808586	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 10.31.23	2,568.00
Bill	10/31/2023	131808587	Hunton Andrews Kurth	Tjhuston Properties Legal Services Through 10.31.23	3,992.00
Bill	11/29/2023	Pay Estimat...	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1	1,378,689.33
Total T-0523A Shepherd Durham & Cross					1,544,992.59
T-0534 West 19th Beall Sidewalk					
Bill	10/31/2023	23-0994	Sanford Kuhl Hagan Kugle Parker Kahn	19th St. Safety	762.50
Bill	10/31/2023	ARIV1008877	Quiddity Engineering, LLC	Total Fee \$60,100	85.00
Total T-0534 West 19th Beall Sidewalk					847.50
Total Capital Improvement Plan					1,546,768.16
TOTAL					<u>1,546,768.16</u>

Memorial Heights Redevelopment Authority
Profit & Loss Prev Year Comparison
July through November 2023

	Jul - Nov 23	Jul - Nov 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
Grant Income	3,619,142.35	831,245.64	2,787,896.71	335.4%
Interest Income	1,192,426.98	178,799.38	1,013,627.60	566.9%
Interest Income - CIP	0.00	316,821.02	-316,821.02	-100.0%
Tax Increment - City	134,694.54	0.00	134,694.54	100.0%
Total Income	4,946,263.87	1,326,866.04	3,619,397.83	272.8%
Cost of Goods Sold				
Capital Improvement Plan				
T-0521 Little Thicket Park Impr	2,677.50	8,186.75	-5,509.25	-67.3%
T-0522A 18th St & Surrounding	928.07	0.00	928.07	100.0%
T-0523A Shepherd Durham & Cross	4,947,349.12	8,162,173.40	-3,214,824.28	-39.4%
T-0529 Yale @ Center	0.00	4,309.77	-4,309.77	-100.0%
T-0531 Pedestrian Improv. Const	323,245.73	455,311.51	-132,065.78	-29.0%
T-0534 West 19th Beall Sidewalk	6,347.50	12,241.85	-5,894.35	-48.2%
Total Capital Improvement Plan	5,280,547.92	8,642,223.28	-3,361,675.36	-38.9%
Total COGS	5,280,547.92	8,642,223.28	-3,361,675.36	-38.9%
Gross Profit	-334,284.05	-7,315,357.24	6,981,073.19	95.4%
Expense				
Debt Service				
Bond Principal	0.00	835,000.00	-835,000.00	-100.0%
Interest Expense	631,737.51	652,612.51	-20,875.00	-3.2%
Debt Service - Other	0.00	3,000.00	-3,000.00	-100.0%
Total Debt Service	631,737.51	1,490,612.51	-858,875.00	-57.6%
Developer Reimbursement	929,662.79	420,490.14	509,172.65	121.1%
Payroll Expenses	87,498.13	86,696.60	801.53	0.9%
Program and Project Consultants				
Engineering Consultants	29,156.15	10,001.25	19,154.90	191.5%
Legal Expense	34,690.23	24,205.94	10,484.29	43.3%
Planning Consultants	32,840.29	37,704.82	-4,864.53	-12.9%
Total Program and Project Consultants	96,686.67	71,912.01	24,774.66	34.5%
TIRZ Administration & Overhead				
Accounting	9,773.40	9,756.45	16.95	0.2%
Administration	4,075.00	5,765.00	-1,690.00	-29.3%
Auditing	23,750.00	13,250.00	10,500.00	79.3%
Office Expenses	824.75	1,028.53	-203.78	-19.8%
Tax Consultant	3,518.40	2,621.70	896.70	34.2%
Total TIRZ Administration & Overhead	41,941.55	32,421.68	9,519.87	29.4%
Total Expense	1,787,526.65	2,102,132.94	-314,606.29	-15.0%
Net Ordinary Income	-2,121,810.70	-9,417,490.18	7,295,679.48	77.5%
Net Income	-2,121,810.70	-9,417,490.18	7,295,679.48	77.5%

Memorial Heights Redevelopment Authority
Balance Sheet Prev Year Comparison
As of November 30, 2023

	Nov 30, 23	Nov 30, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Frost Bank Checking	264,089.12	4,020,722.76	-3,756,633.64	-93.4%
Frost Bank Money Mkt	700,717.04	1,000,480.38	-299,763.34	-30.0%
Frost Bank Project Fund	465.00	465.00	0.00	0.0%
Regions Debt Service Fund	651,011.52	641,261.58	9,749.94	1.5%
Regions Project Fund	34,134,346.28	32,574,736.65	1,559,609.63	4.8%
TexPool Investment	20,562,835.51	17,956,210.02	2,606,625.49	14.5%
Total Checking/Savings	56,313,464.47	56,193,876.39	119,588.08	0.2%
Other Current Assets	19,400,679.51	0.00	19,400,679.51	100.0%
Total Current Assets	75,714,143.98	56,193,876.39	19,520,267.59	34.7%
TOTAL ASSETS	75,714,143.98	56,193,876.39	19,520,267.59	34.7%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	2,955,958.93	2,577,510.01	378,448.92	14.7%
Other Current Liabilities				
Direct Deposit Liabilities	11,250.75	0.00	11,250.75	100.0%
Due to Other Funds	19,400,679.51	0.00	19,400,679.51	100.0%
Payroll Liabilities	5,497.50	1,542.00	3,955.50	256.5%
Retainage Payable	62,247.67	27,292.62	34,955.05	128.1%
Total Other Current Liabilities	19,479,675.43	28,834.62	19,450,840.81	67,456.6%
Total Current Liabilities	22,435,634.36	2,606,344.63	19,829,289.73	760.8%
Long Term Liabilities				
Bond Payable	-880,000.00	0.00	-880,000.00	-100.0%
Total Long Term Liabilities	-880,000.00	0.00	-880,000.00	-100.0%
Total Liabilities	21,555,634.36	2,606,344.63	18,949,289.73	727.0%
Equity				
Fund Balance Equity CIP	41,511,140.00	41,511,140.00	0.00	0.0%
Retained Earnings	14,769,180.32	21,493,881.94	-6,724,701.62	-31.3%
Net Income	-2,121,810.70	-9,417,490.18	7,295,679.48	77.5%
Total Equity	54,158,509.62	53,587,531.76	570,977.86	1.1%
TOTAL LIABILITIES & EQUITY	75,714,143.98	56,193,876.39	19,520,267.59	34.7%

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through November 2023

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Ordinary Income/Expense						
Income						
Grant Income						
General J...	07/01/2023	CPA 23-7R	*	FHWA Treasury	Grant application submitted before 6/30 for reimb...	-463,020.93
Deposit	07/17/2023				Deposit	463,020.93
Deposit	08/09/2023	ACH			FHWA Treas 310 Misc Pay	1,728,577.37
Deposit	09/05/2023				FHWA Treas 310	1,243,675.92
Deposit	10/11/2023	ACH			FHWA Treas 310 Misc Pay	646,889.06
Total Grant Income						3,619,142.35
Interest Income						
Deposit	07/31/2023				Interest	0.04
Deposit	07/31/2023				Interest	59,300.04
Deposit	07/31/2023				Interest	137,438.06
Deposit	07/31/2023				Interest	75.37
Deposit	08/31/2023				Interest	97,587.16
Deposit	08/31/2023				Interest	0.04
Deposit	08/31/2023				Interest	7,719.64
Deposit	08/31/2023				Interest	143,798.16
Deposit	09/30/2023				Interest	0.04
Deposit	09/30/2023				Interest	94,817.19
Deposit	09/30/2023				Interest	9,508.04
Deposit	09/30/2023				Interest	149,147.18
Deposit	10/31/2023				Interest	0.04
Deposit	10/31/2023				Interest	99,091.65
Deposit	10/31/2023				Interest	145,188.73
Deposit	10/31/2023				Interest	2,765.26
Deposit	11/30/2023				Interest	91,833.62
Deposit	11/30/2023				Interest	2,884.96
Deposit	11/30/2023				Interest	5.57
Deposit	11/30/2023				Interest	151,266.19
Total Interest Income						1,192,426.98
Tax Increment - City						
General J...	07/01/2023	CPA 23-2R	*	City of Houston Cust.	Reverse of GJE CPA 23-7 -- Annual City Increme...	-11,901,586.25
Deposit	07/05/2023	ACH		City of Houston Cust.	Annual City Increment	11,901,586.25
Deposit	09/06/2023			City of Houston	Tax Increment - City	134,694.54
Total Tax Increment - City						134,694.54
Total Income						4,946,263.87
Cost of Goods Sold						
Capital Improvement Plan						
T-0521 Little Thicket Park Impr						
Bill	08/31/2023	23-0677		Sanford Kuhl Hagan Kugle Parker Ka...	Little Thicket Park	260.00
Bill	08/31/2023	2023323		Kuo & Associates, Inc.	Surveying Services - Little Thicket Park	2,417.50
Total T-0521 Little Thicket Park Impr						2,677.50
T-0522A 18th St & Surrounding						
Bill	10/31/2023	ARIV1008878		Quiddity Engineering, LLC	Total Fee \$198,517.60	928.07
Total T-0522A 18th St & Surrounding						928.07
T-0523A Shepherd Durham & Cross						
General J...	07/01/2023	CPA 23-3R	*	SER Construction	Accrual for retainage payable for Shepherd Drive ...	-1,060,166.79
Bill	07/01/2023	ARIV1002658		Quiddity Engineering, LLC	Total Fee - \$310,660	1,303.50
Bill	07/01/2023	ARIV1002659		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final D...	58,715.42
Bill	07/01/2023	ARIV1002660		Quiddity Engineering, LLC	Total Fee - \$364,200	30,587.71
General J...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO Auth. ...	-5,000.00
General J...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO Auth. ...	-120,000.00
General J...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO Auth. ...	-7,000.00
Bill	07/31/2023	Pay Estimat...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets...	1,096,422.13
Bill	07/31/2023	23-0618		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon	2,252.50
Bill	07/31/2023	7-2023-36		Goodman Corporation	MRA113 Task 1 - \$127,929	3,454.08
Bill	07/31/2023	7-2023-36		Goodman Corporation	MRA113 Task 2 - \$172,439	4,138.54
Bill	07/31/2023	7-2023-36		Goodman Corporation	MRA113 Task 3 - \$72,617	1,960.66
Bill	07/31/2023	7-2023-24		Goodman Corporation	MRA115 Federal and TxDOT	1,600.52
Bill	07/31/2023	7-2023-12		Goodman Corporation	MRA118 Right of Way Acquisition	2,968.88
Bill	07/31/2023	90185791		CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	127,263.78
Bill	07/31/2023	ARIV1004278		Quiddity Engineering, LLC	Total Fee - \$310,660	38,444.62
Bill	07/31/2023	ARIV1004279		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final D...	17,899.16
Bill	07/31/2023	ARIV1004280		Quiddity Engineering, LLC	Total Fee - \$364,200	32,095.54
Bill	08/31/2023	8-2023-71		Goodman Corporation	MRA113 Task 1 - \$127,929	3,454.08
Bill	08/31/2023	8-2023-71		Goodman Corporation	MRA113 Task 2 - \$172,439	4,138.54
Bill	08/31/2023	8-2023-71		Goodman Corporation	MRA113 Task 3 - \$72,617	1,960.66
Bill	08/31/2023	8-2023-13		Goodman Corporation	MRA115 Federal and TxDOT	2,000.65

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through November 2023

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Bill	08/31/2023	8-2023-14		Goodman Corporation	MRA118 Right of Way Acquisition	567.00
Bill	08/31/2023	23-0678		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon	2,206.25
Bill	08/31/2023	131806578		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 05.31.23	5,135.00
Bill	08/31/2023	Pay Estimat...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets...	1,258,465.86
Bill	08/31/2023	90187789		CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	145,034.59
Bill	08/31/2023	ARIV1005873		Quiddity Engineering, LLC	Total Fee - \$310,660	2,809.40
Bill	08/31/2023	ARIV1005874		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final D...	55,675.58
Bill	08/31/2023	ARIV1005875		Quiddity Engineering, LLC	Total Fee - \$364,200	72,904.25
Bill	09/25/2023	Pay Estimat...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets...	1,377,230.68
Bill	09/30/2023	9-2023-70		Goodman Corporation	MRA113 Task 1 - \$127,929	1,023.43
Bill	09/30/2023	9-2023-70		Goodman Corporation	MRA113 Task 2 - \$172,439	6,897.56
Bill	09/30/2023	9-2023-70		Goodman Corporation	MRA113 Task 3 - \$72,617	1,960.66
Bill	09/30/2023	9-2023-21		Goodman Corporation	MRA115 Federal and TxDOT	1,600.52
Bill	09/30/2023	9-2023-22		Goodman Corporation	MRA118 Right of Way Acquisition	3,346.88
Bill	09/30/2023	23-0888		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon	7,652.50
Bill	09/30/2023	131807595		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 09.30.23	2,919.00
Bill	09/30/2023	ARIV1002634		Quiddity Engineering, LLC	Total Fee - \$310,660	4,280.47
Bill	09/30/2023	ARIV1006935		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final D...	70,364.49
Bill	09/30/2023	ARIV1006938		Quiddity Engineering, LLC	Total Fee - \$364,200	19,948.87
Bill	09/30/2023	90190392		CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	123,839.36
Bill	10/31/2023	10-2023-76		Goodman Corporation	MRA113 Task 1 - \$127,929	2,430.65
Bill	10/31/2023	10-2023-76		Goodman Corporation	MRA113 Task 2 - \$172,439	5,690.49
Bill	10/31/2023	10-2023-76		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	10/31/2023	10-2023-22		Goodman Corporation	MRA115 Federal and TxDOT	4,001.30
Bill	10/31/2023	10-2023-23		Goodman Corporation	MRA118 Right of Way Acquisition	3,202.50
Bill	10/31/2023	23-0992		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon	5,800.00
Bill	10/31/2023	90192237		CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	133,165.96
Bill	10/31/2023	ARIV1008874		Quiddity Engineering, LLC	Total Fee - \$310,660	2,265.80
Bill	10/31/2023	ARIV1008875		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final D...	637.50
Bill	10/31/2023	ARIV1008876		Quiddity Engineering, LLC	Total Fee - \$364,200	806.25
Bill	10/31/2023	131808586		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 10.31.23	2,568.00
Bill	10/31/2023	131808587		Hunton Andrews Kurth	Tjhnston Properties Legal Services Through 10.3...	3,992.00
Bill	11/29/2023	Pay Estimat...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets...	1,378,689.33
Total T-0523A Shepherd Durham & Cross						4,947,349.12
T-0531 Pedestrian Improv. Const						
General J...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO Auth. ...	-1,500.00
Bill	08/09/2023	Pay App #13		Teamwork Construction Services Inc.	Bike/Ped Safety Improvements	319,919.57
Bill	08/31/2023	ARIV1005876		Quiddity Engineering, LLC	Pedestrian & Bicycle Safety Impr Construction - ...	4,634.91
Bill	09/30/2023	ARIV1006939		Quiddity Engineering, LLC	Pedestrian & Bicycle Safety Impr Construction - ...	191.25
Total T-0531 Pedestrian Improv. Const						323,245.73
T-0534 West 19th Beall Sidewalk						
General J...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO Auth. ...	-1,000.00
Bill	07/31/2023	23-0620		Sanford Kuhl Hagan Kugle Parker Ka...	19th St. Safety	1,170.00
Bill	07/31/2023	ARIV1004281		Quiddity Engineering, LLC	Total Fee \$60,100	680.00
Bill	08/31/2023	23-0679		Sanford Kuhl Hagan Kugle Parker Ka...	19th St. Safety	1,380.00
Bill	08/31/2023	ARIV1005878		Quiddity Engineering, LLC	Total Fee \$60,100	595.00
Bill	09/30/2023	23-0890		Sanford Kuhl Hagan Kugle Parker Ka...	19th St. Safety	1,485.00
Bill	09/30/2023	ARIV1006940		Quiddity Engineering, LLC	Total Fee \$60,100	1,190.00
Bill	10/31/2023	23-0994		Sanford Kuhl Hagan Kugle Parker Ka...	19th St. Safety	762.50
Bill	10/31/2023	ARIV1008877		Quiddity Engineering, LLC	Total Fee \$60,100	85.00
Total T-0534 West 19th Beall Sidewalk						6,347.50
Total Capital Improvement Plan						5,280,547.92
Total COGS						5,280,547.92
Gross Profit						-334,284.05
Expense						
Debt Service						
Interest Expense						
Bill	09/01/2023	G067Z08 #1...		Regions Corporate Trust	Debt Service Payment	631,737.51
Total Interest Expense						631,737.51
Total Debt Service						631,737.51
Developer Reimbursement						
Bill	09/01/2023	Reimburse...		Hanover	Hanover Increment	319,674.15
Bill	09/30/2023	Reimburse...		Sovereign Regent Square LLC	Developer Reimbursement 2023(Construction Cost)	609,988.64
Total Developer Reimbursement						929,662.79

Memorial Heights Redevelopment Authority
Profit & Loss Detail
 July through November 2023

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Payroll Expenses						
Payroll Taxes						
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	1,023.00
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	239.25
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	0.00
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	1,023.00
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	239.25
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	0.00
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	1,023.00
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	239.25
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	0.00
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	725.40
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	239.25
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	0.00
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	0.00
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	239.25
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	0.00
Total Payroll Taxes						4,990.65
Retirement Expense						
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	1,500.00
Total Retirement Expense						7,500.00
Salary Payroll						
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	15,000.00
Total Salary Payroll						75,000.00
Payroll Expenses - Other						
Liability C...	07/28/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability C...	07/28/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability C...	08/30/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability C...	08/30/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability C...	09/28/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability C...	09/28/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability C...	10/30/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability C...	10/30/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Total Payroll Expenses - Other						7.48
Total Payroll Expenses						87,498.13
Program and Project Consultants						
Engineering Consultants						
Bill	07/01/2023	ARIV1002657		Quiddity Engineering, LLC	Work Order 1 - Through June 30, 2023	23,076.25
General J...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO Auth. ...	-700.00
Bill	07/31/2023	ARIV1004277		Quiddity Engineering, LLC	Work Order 1 - Through July 31, 2023	1,934.90
Bill	08/31/2023	ARIV1005872		Quiddity Engineering, LLC	Work Order 1 - Through August 31, 2023	127.50
Bill	10/31/2023	ARIV1008873		Quiddity Engineering, LLC	Work Order 1 - Through October 27, 2023	4,717.50
Total Engineering Consultants						29,156.15
Legal Expense						
Bill	07/31/2023	23-0616		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through July 2023	2,371.50
Bill	07/31/2023	23-0617		Sanford Kuhl Hagan Kugle Parker Ka...	T-0544 Washington Round About	945.00
Bill	07/31/2023	23-0619		Sanford Kuhl Hagan Kugle Parker Ka...	Allen Pkwy/Marston	2,082.50
Bill	08/31/2023	23-0675		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through August 2023	1,556.25
Bill	08/31/2023	23-0676		Sanford Kuhl Hagan Kugle Parker Ka...	T-0544 Westcott Round About	705.00
Bill	09/30/2023	23-0886		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through September 2023	7,679.77
Bill	09/30/2023	23-0887		Sanford Kuhl Hagan Kugle Parker Ka...	T-0544 Westcott Round About	1,412.50
Bill	09/30/2023	23-0889		Sanford Kuhl Hagan Kugle Parker Ka...	Allen Pkwy/Marston	4,828.75
Bill	10/31/2023	23-0989		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through October 2023	12,808.96
Bill	10/31/2023	23-0991		Sanford Kuhl Hagan Kugle Parker Ka...	T-0544 Westcott Round About	300.00
Total Legal Expense						34,690.23

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through November 2023

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Planning Consultants						
Bill	07/01/2023	1088		Medley Inc.	Monthly Digital Retainer - July	2,000.00
Bill	07/31/2023	7-2023-23		Goodman Corporation	Task 1- \$100,000.00	7,450.56
Bill	08/31/2023	1096		Medley Inc.	Monthly Digital Retainer - August	2,000.00
Bill	09/01/2023	1109		Medley Inc.	Monthly Digital Retainer - September	2,000.00
Bill	09/30/2023	9-2023-20		Goodman Corporation	Task 1- \$100,000.00	12,404.87
Bill	10/01/2023	1120		Medley Inc.	Monthly Digital Retainer - October	2,000.00
Bill	10/31/2023	10-2023-21		Goodman Corporation	Task 1- \$100,000.00	2,984.86
Bill	11/01/2023	1135		Medley Inc.	Monthly Digital Retainer - November	2,000.00
Total Planning Consultants						32,840.29
Total Program and Project Consultants						96,686.67
TIRZ Administration & Overhead						
Accounting						
Bill	07/31/2023	2460		The Morton Accounting Services	July CPA Services	1,954.68
Bill	08/31/2023	2469		The Morton Accounting Services	August CPA Services	1,954.68
Bill	09/29/2023	2471		The Morton Accounting Services	September CPA Services	1,954.68
Bill	10/31/2023	2495		The Morton Accounting Services	October CPA Services	1,954.68
Bill	11/30/2023	2505		The Morton Accounting Services	November CPA Services	1,954.68
Total Accounting						9,773.40
Administration						
Bill	07/31/2023	23-0615		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through July 2023	80.00
Bill	08/31/2023	23-0674		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through Aug 2023	200.00
Bill	09/30/2023	23-0885		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through Sept 2023	3,395.00
Bill	10/31/2023	23-0988		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through Oct 2023	400.00
Total Administration						4,075.00
Auditing						
Bill	09/01/2023	2023 Audit I...		McCall Gibson Swedlund Barfoot PLLC	2023 Audit Interim	9,000.00
Bill	10/12/2023	2023 Audit ...		McCall Gibson Swedlund Barfoot PLLC	2023 Audit Final	6,750.00
Bill	10/12/2023	2023 Audit		McCall Gibson Swedlund Barfoot PLLC	2023 Audit Single Audit Procedures and Reporting	8,000.00
Total Auditing						23,750.00
Office Expenses						
Bank Service Charges						
Check	07/31/2023				Service Charge	32.75
Total Bank Service Charges						32.75
Office Expenses - Other						
Bill	10/31/2023	October 2023		Commerce Bank	Microsoft - Office 365	792.00
Total Office Expenses - Other						792.00
Total Office Expenses						824.75
Tax Consultant						
Bill	07/01/2023	60351		Equi Tax Inc.	July 1 - December 31 2023 Tax Consulting	3,518.40
Total Tax Consultant						3,518.40
Total TIRZ Administration & Overhead						41,941.55
Total Expense						1,787,526.65
Net Ordinary Income						-2,121,810.70
Net Income						-2,121,810.70

**Memorial Heights Redevelopment Authority – TIRZ 5
Investment Report
November 2023**

TEXPOOL

Date	Balance	Interest	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Daily Yield
July 31, 2023	\$24,079,505.89	\$59,300.04	*\$12,000,000.00	7/28/2023	5.1238%
August 31, 2023	\$21,677,093.05	\$97,587.16	***-2,500,000.00	8/02/2023	5.3047%
September 29, 2023	\$21,771,910.24	\$94,817.19			5.3218%
October 31, 2023	\$21,871,001.89	\$99,091.65			5.3589%
November 30, 2023	\$20,562,835.51	\$91,833.62	***-1,400,000.00	11/08/2023	5.3724%

*** Funds moved to checking account for invoice payments.

*Increment Deposit

Regions Project Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2023	\$33,544,946.02	\$137,438.06			4.94%
August 31, 2023	\$33,688,744.18	\$143,798.16			5.15%
September 30, 2023	\$33,837,891.36	\$149,147.18			5.31%
October 31, 2023	\$33,983,080.90	\$145,188.73			5.15%
November 30, 2023	\$34,134,346.28	\$151,266.19			5.34%

Regions Debt Service Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2023	\$2,139,872.13	\$75.37	**\$2,121,550.37	6/30/2023	4.94%
August 31, 2023	\$2,147,591.77	\$7,719.94			5.15%
September 30, 2023	\$645,362.30	\$9,508.04	*\$1,511,737.51	09/01/2023	5.31%
October 31, 2023	\$648,127.56	\$2,765.26			5.15%
November 30, 2023	\$651,012.52	\$2,884.96			5.34%

*September 2023 Debt Payment

** Deposit to replenish Debt Service fund for FY 2024

This report and the Authority's investment portfolio are in compliance with the investment strategies expressed in the Authority's Investment Policy and the Public Funds Investment Act.

Sherry F Weesner

Sherry F. Weesner, Investment Officer

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of the Memorial-Heights Redevelopment Authority do hereby certify as follows:

1. The Board of Directors of the Memorial-Heights Redevelopment Authority convened in Regular Session on the 14th day of December, 2023, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Janice Hale-Harris	Secretary
Matt Zeve	Director
Christopher David Manriquez	Director
Robert Stein	Director
Donna McIntosh	Director
Nikki Knight	Director

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

**RESOLUTION AUTHORIZING PRESIDENT
TO FILE APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION**

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; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 14th of December, 2023.

Secretary

**RESOLUTION AUTHORIZING PRESIDENT
TO FILE APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the Federal Transit Administration (the “FTA”) is an operating administration of the United States Department of Transportation for federal assistance authorized by (i) 49 U.S.C. Chapter 53, (ii) Title 23, United States Code, or (iii) other federal statutes administered by the FTA (collectively, the “Acts”);

WHEREAS, the FTA has been delegated authority to award federal financial assistance for transportation projects;

WHEREAS, grants or cooperative agreements for federal financial assistance impose certain obligations upon applicants, and may require applicants to provide the local share of project costs;

WHEREAS, applicants will provide all annual certifications and assurances to the FTA required for a project;

WHEREAS, the Memorial-Heights Redevelopment Authority (the “Authority”) desires to participate in FTA programs as an applicant and recipient; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY AS FOLLOWS:

Section 1: The President of the Authority is authorized to execute and file applications on behalf of the Authority with the FTA for federal assistance pursuant to the Acts for projects administered by the FTA.

Section 2: The President is further authorized to execute and file with applications the annual certifications and assurances and other documents the FTA requires before or in conjunction with awarding federal assistance grants or cooperative agreements.

Section 3: The President is further authorized to execute grants and cooperative agreements with the FTA on behalf of the Authority.

[SIGNATURE PAGE FOLLOWS]

PASSED AND APPROVED the 14th day of December, 2023.

Ann Lents
Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

DRAFT

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of the Memorial-Heights Redevelopment Authority do hereby certify as follows:

1. The Board of Directors of the Memorial-Heights Redevelopment Authority convened in Regular Session on the 14th day of December, 2023, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Janice Hale-Harris	Secretary
Matt Zeve	Director
Christopher David Manriquez	Director
Robert Stein	Director
Donna McIntosh	Director
Nikki Knight	Director

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

**RESOLUTION ADOPTING TITLE VI
COMPLIANCE PLAN**

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; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 14th of December, 2023.

Secretary, Board of Directors

**RESOLUTION ADOPTING TITLE VI
COMPLIANCE PLAN**

WHEREAS, the Memorial-Heights Redevelopment Authority (“MHRA”) desires to adopt a Title VI Compliance Plan in accordance with 49 CFR Part 21;

WHEREAS, the proposed Title VI Compliance Plan is attached hereto and is intended to meet such federal requirements; and

WHEREAS, MHRA desires to submit the Title VI Compliance Plan to the Federal Transit Administration (“FTA”) or other appropriate federal agencies for review and approval by those agencies or their representatives prior to final implementation. NOW, THEREFORE;

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY THAT:

Section 1. MHRA hereby approves the Title VI Compliance Plan attached hereto which shall be submitted for review and approval by the FTA or such other agencies as required.

Section 2. The Title VI Compliance Plan shall be administered and enforced by the officers, agents, and employees of MHRA in accordance with the terms set forth therein.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED the 14th day of December, 2023.

Ann Lents
Chair, Board of Directors

ATTEST:

Secretary, Board of Directors



MEMORIAL HEIGHTS
REDEVELOPMENT AUTHORITY

TITLE VI PROGRAM

CIVIL RIGHTS ACT OF 1964

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY

December 2023

Contents

Policy Statement	3
Title VI Public Notice	4
Title VI/Civil Rights Complaint Procedures	5
Title VI Investigations, Complaints and Lawsuits	7
Promoting Inclusive Public Participation	8
Limited English Proficiency (LEP) Persons – Four Factor Analysis	10
Factor 1 Assessing the Number or Proportion of LEP Persons served or Encountered in Eligible Service Population	10
Factor 2: Assessing the Frequency with Which LEP Individuals Come into Contact with your programs, activities, and services	12
Factor 3: Assessing the Nature and Importance of Program, Activity or Service	12
Factor 4: Assessing the Resources Available to Transit and Costs	13
LAP Implementation Plan	14
Task 1 – Identifying LEP Persons Who Need Language Assistance	14
Task 2 - Language Assistance Measures	14
Task 3 – Providing Notice to LEP Persons	15
Task 4 – Monitoring and Evaluating Language Access Plan	15
Task 5 – Training Staff	15
Minority Representation on Planning and Advisory Boards	16
Monitoring of Sub Recipients	16
Determination of Site or Location of Facilities	16
Chapter IV-4: Requirement to Set System-Wide Service Standards and Policies Service Standards	16
Attachment A - Civil Rights Complaint Form	17
Formulario de Quejas de Derechos Civiles	18
Attachment B – Board of Directors Approval of Title VI Program	20
Attachment C – Procedimientos de Queja y Formulario de Queja	21

Policy Statement

The Memorial-Heights Redevelopment Authority (hereinafter referred to as “MHRA”) assures that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. MHRA’s responsibilities in its commitment to non-discrimination, including:

- Ensuring equal and meaningful access to all federally funded programs.
- Promoting full and fair participation in transportation-based decision making.
- Providing clear communication to all residents including persons with limited English proficiency.

The purpose of MHRA is the construction public facilities and infrastructure that benefit and revitalize the community. In order to achieve this purpose, MHRA is committed to non-discrimination through the provided programs.

The MHRA developed this Title VI Program to address the requirements of the FTA Circular 4702.1B, Title VI Requirements and Guidelines for FTA Recipients. The MHRA has developed all of the necessary procedures and processes to be in compliance with Title VI regulations, including a complaint process and a Title VI notice to the public.

Authorities

The Title VI Plan is written in accordance with Title VI regulations consistent with FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration and any future updates, 42 USC 2000d, Prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin, and 49 CFR part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. The MHRA will integrate Limited English Proficient (LEP) Persons (70 FR 74087) Recipients’ Responsibilities into their programs and activities in Spanish and other languages, upon request.

Sherry Weesner
President
Memorial-Heights Redevelopment Authority
Civil Rights Coordinator

Date

Title VI Public Notice

MHRA will post the following notice to the public on the MHRA's website. There is no physical office for the notice to be posted in. Since Houston Metro runs the area's transit program, Metro's Title VI notice is listed on transit stops and buses.

Title VI Public Notice

The Memorial-Heights Redevelopment Authority (MHRA) hereby gives public notice that it is the MHRA's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the MHRA. Any such complaint must be in writing or by phone and filed with the MHRA Civil Rights Coordinator within one hundred-eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained at no cost to the complainant by calling 713-850-9000. Individuals may get more information about the Title VI Program by calling 713-850-9000 or by emailing info@memorialheightstirz5.com.

If you like more information on Title VI, please visit the MHRA website (<https://memorialheightstirz5.com/>) or contact the MHRA via phone 713-850-9000, via email to info@memorialheightstirz5.com, or via mail to: 1980 Post Oak Blvd., Suite 1380 Houston, TX 77056. This notice is to be posted on the MHRA website (<https://memorialheightstirz5.com/>) and at other strategic locations throughout the MHRA.

The MHRA will provide translations of all requested documents or provide a translator at any public meetings at no cost.

If information is needed in another language, contact the MHRA at 713-850-9000.

Título VI Aviso Público

Por medio de la presente, Memorial Heights Redevelopment Authority (MHRA) le notifica al público su política de garantizar el pleno cumplimiento del Título VI del Acta de Derechos Civiles de 1964 de la Ley de Restauración de Derechos Civiles de 1987 y de los estatutos y reglamentos relacionados a tales leyes, en todos los programas y actividades de MHRA. El Título VI establece que ninguna persona en los Estados Unidos de América puede ser excluida por motivos de raza, color, o nacionalidad de participar en, ser negado los beneficios de, o ser sujeto de otro modo a discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal.

Si usted cree haber sido perjudicado por una práctica discriminatoria e ilegal bajo el Título VI puede presentar una queja formal ante MHRA. Las quejas pueden hacerse por escrito o por teléfono. Estas deben ser presentadas ante el Coordinador del Derechos Civiles de MHRA dentro de los ciento ochenta (180) días siguientes a la fecha de la ocurrencia discriminatoria alegada. Los Formularios de Queja de Discriminación del Título VI se pueden obtener sin costo alguno para el reclamante llamando al 713-850-9000. Las personas pueden obtener más información sobre el Programa Título VI llamando al 713-850-9000 o enviando un correo electrónico a info@memorialheightstirz5.com.

Para obtener más información acerca del Título VI, visite nuestra página web (<https://memorialheightstirz5.com/>), llámenos al teléfono 713-850-9000, escríbanos por correo electrónico (info@memorialheightstirz5.com), o envíenos un correo postal: 1980 Post Oak Blvd., Suite 1380 Houston, TX 77056. Este aviso será publicado en la página web (<https://memorialheightstirz5.com/>) y en otros lugares estratégicos a lo largo de MHRA.

MHRA proporcionará traducciones de todos los documentos solicitados o proveerá un traductor en cualquier reunión pública sin costo alguno.

Si se necesita información en otro idioma, póngase en contacto con MHRA a 713-850-9000.

Title VI/Civil Rights Complaint Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act (ADA) of 1990, as amended, relating to any transportation or program or activity receiving federal financial assistance administered by the MHRA or sub-recipients and contractors. The program is also conducted in accordance with FTA Circular 4702.1B as well as the FTA Circular 4710.1, ADA Guidance.

Every effort will be made to obtain early resolution of complaints at the lowest level possible. The Civil Rights Coordinator will make every effort to pursue a resolution of the complaint. Initial interviews with the complainant and the respondent will request information regarding specifically requested relief and settlement opportunities.

Any individual, group or individuals or entity that believes they have been subjected to discrimination prohibited by Title VI nondiscrimination provisions may file a written complaint with the MHRA (see **Appendix A**). A formal complaint must be filed within 180 calendar days of the alleged occurrence, or when the alleged discrimination became known to the complainant. These procedures are part of an administrative process, which does not provide for remedies that include punitive damage or compensatory remuneration for complainant.

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. The MHRA has authority for accepting complaints for investigation, but complainants may also file complaints with TxDOT or the Federal Transit Administration within 180 days of the alleged

offense. If you would like to file with TxDOT, please send a written complaint to TxDOT Public Transportation, 3712 Jackson Avenue, Building 6, 5th floor, Austin, Texas 78731. If you would like to file with FTA, please send a written complaint to FTA Region VI, 819 Taylor Street, Room 8A36, Fort Worth, TX 76102.

The complainant must meet the following requirements. The Complaint shall be:

- a. In writing;
- b. Signed;
- c. Dated for the alleged act of discrimination; and
- d. Contain a detailed description of the issues including name(s) and job(s).

Allegations received by email will be acknowledged, but the complainant is required to mail a signed, original copy of the email transmittal to the MHRA in order for the MHRA to be able to process it. All correspondence to the MHRA for processing should be addressed to the Executive Director and should have "Attn: Title VI" on the outside. Allegations received by telephone will be transcribed and provided to the complainant for confirmation or revision before processing. A transcribed complaint form will be forwarded to the complainant for him/her to complete, sign and return to the MHRA for processing.

Complaint will be accepted based on the following:

1. If complaint has been filed in timely manner;
2. If complaint/allegations involve a covered basis such as race, color, national origin or disability; and
3. If complaint/allegations involve a program or activity of a federal-aid recipient, sub-recipient, or contractor or, in the case of ADA allegations, an entity open to the public.

A complaint may be dismissed for the following reasons:

1. Complainant requests the withdrawal of the complaint;
2. Complainant fails to respond to repeated requests for additional information needed to process complaint; or
3. Complainant cannot be located after reasonable attempts.

Once the MHRA decides to proceed with the investigation, the complainant will be notified in writing of the determination within ten (10) calendar days. The complaint will receive a reference code that will correspond to the MHRA's records identifying its basis of alleged harm: race, color, national origin or disability.

In cases where the MHRA engages in investigation of the complaint, the Civil Rights Coordinator will provide the individuals identified in the complaint the opportunity to respond to the allegations in writing. The identified individuals will have ten (10) calendar days from the date of the MHRA's written notification of acceptance of the complaint to furnish his/her response to the allegations.

Within 30 calendar days of the acceptance of the complaint, the Civil Rights Coordinator will prepare an investigative report for the Chairman/woman of the Board of Directors. The report shall include a narrative description of the incident, identification of persons interviewed, and findings and recommendations. The Chairman/woman of the Board of Directors will have ten (10) calendar days to review and provide comments to the Civil Rights Coordinator.

After the Civil Rights Coordinator address any comments from Chairman/woman of the Board of Directors about the preliminary investigative report, the report and its findings will be forwarded to the MHRA’s legal consultant for review. The legal consultant will review the report and associated documentation and will provide input within ten (10) calendar days.

The MHRA’s final investigative report and a copy of the complaint will be forwarded to the Complainant and the FTA within 60 calendar days of the acceptance of the complaint. The MHRA will notify all parties of its findings.

Title VI Investigations, Complaints and Lawsuits

There were no transit-related Title VI investigations, complaints, and/or lawsuits in the past three (3) years.

	Date <i>(Month, Day, Year)</i>	Summary <i>(include basis of complaint: race, color, or national origin)</i>	Status	Action(s) Taken
Complaints				
1	None			
2				
3				
Investigations				
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
Lawsuits				
1	None			
2				
3				

Promoting Inclusive Public Participation

It is the goal of MHRA to establish a public participation process that is inclusive, transparent, efficient, and purposeful for citizens/constituents to become engaged in planning and capital project activities. No minority or socioeconomic groups will be excluded in the planning process.

MHRA provides public notice of all meetings through multiple means. MHRA uploads an agenda on their website as well as provides notice of the meetings and project changes on their social media. MHRA will ensure that bilingual staff will be at meetings to translate, when requested in advance. MHRA is committed to having the public's issues and concerns heard and that their concerns are considered prior to any final decisions and to ensuring that all communications and public involvement efforts comply with the Title VI Program. MHRA is committed to:

1. Use different communication practices to educate and effectively disseminate information to the public, including, but not limited to email newsletters, social media, and flyers to be distributed at various locations.
2. Encourage effective communication among all invested stakeholders.
3. Provide ample opportunity and promote continued participation.
4. Incorporate public comments and recommendations into the decision making process.
5. Evaluate the effectiveness of the public participation strategies.

MHRA provides multiple methods for individuals to provide comments and feedback. MHRA is active on their Facebook account and provides information regarding meetings as well as construction closures on that platform. MHRA can utilize the Spanish translations on the platform to provide information to its LEP populations. MHRA holds special committee meetings for the public on topics such as public safety and capital improvement projects, which are advertised across multiple social media platforms including Twitter and Instagram.



Subscribe

Subscribe to our mailing list to know what's going on around Memorial Heights.

SUBSCRIBE



Residents/Business Update:

Week of 10/27/23

General Note: We have asked City of Houston (COH) to schedule the testing of the new water lines that have been installed and expect testing to take place. COH does not coordinate their testing schedule with us. We will keep you informed if we receive any updated information.

We will be closing the West side of 23rd at Shephard on Monday 10/23/23 to construct storm sewer. Intersection will reopen on Thursday 11/02/23.

Work on Shephard:

- Demolition taking place from 15th street going north to 610
- Reconstruction will improve water service, drainage, and roadways including bike lane
- Lights are being ordered to by a subcontractor
- Central point gas is on various parts of the job

Work on Durham:

- Demolition taking place from 15th street going north to 610
- Reconstruction will improve water service, drainage, and roadways including bike lane
- Lights are being ordered to by a subcontractor
- Central point gas is on various parts of the job

Traffic:

- shephard from 14th to 610 expect a lane change and proceed with caution
- Durham from 27th street expect slow downs and lane changes towards HO



Actualización para residentes/empresas:

Semana del 27/10/23

Nota general: Le hemos pedido a la Ciudad de Houston (COH) que programe las pruebas de las nuevas líneas de agua que se han instalado y esperamos que se realicen las pruebas. COH no coordina su cronograma de pruebas con nosotros. Le mantendremos informado si recibimos alguna información actualizada.

Cerraremos el lado oeste de la calle 23 en Shephard el lunes 23/10/23 para construir alcantarillado pluvial. La intersección se abrirá el jueves 02/11/23.

Trabajo en Shephard:

- Demolición se realiza desde calle 15th en dirección norte hasta 610
- La reconstrucción mejorará el servicio de agua, el drenaje y las carreteras, incluido el carril bici.
- Las luces están siendo ordenadas por un subcontratista.
- El punto central del gas está instalado en varias partes del trabajo.

Trabajo en Durham:

- Demolición se realiza desde calle 15th en dirección norte hasta 610
- La reconstrucción mejorará el servicio de agua, el drenaje y las carreteras, incluido el carril bici.
- Las luces están siendo ordenadas por un subcontratista.
- El punto central del gas está instalado en varias partes del trabajo.

Traffic:

- Shephard de 14 a 610 espere un cambio de carril y avance con precaución.

Limited English Proficiency (LEP) Persons – Four Factor Analysis

Factor 1 Assessing the Number or Proportion of LEP Persons served or Encountered in Eligible Service Population

(a) How LEP persons interact with the recipient's agency

LEP individuals would come in contact with the MHRA during the planning, procurement, and construction of federally approved transit and pedestrian capital projects, including transit stops, sidewalks, and other mobility projects.

(b) Identification of LEP communities, and assessing the number or proportion of LEP persons from each language group to determine the appropriate language services for each language group

The best, most comprehensive table to identify Limited English Proficiency levels by their population is the American Community Survey of Language Spoken at Home by Ability to Speak English (Table B16001); however, this table has not been updated since 2015. MHRA decided to continue to use this table along with other tables that have more up to date information. For this data, MHRA's population is considered all US Census Tracts that have a portion within MHRA boundaries.

According to Table B16001 (2015), there is 9.95% of the MHRA population who speak English "less than well" that speak a language other than English at home. The percentage of Spanish-speaking individuals who report speaking English "less than well" is 8.88% of the total management MHRA population or 7,330 individuals, which meets the Safe Harbor threshold of 1,000 individuals or 5% of the population.

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER							
Language Spoken at Home	Speak English "very well"		Speak English "less than well"		Total		
	Number "very well"	Percent	Number "less than well"	Percent	Total Number	Percent of Total Language Sub-Group	Speaking Less than Well Percent of Total Population
Total population					82,556		
Speak only English					56,012	67.85%	
Spanish or Spanish Creole	13,883	65.45%	7,330	34.55%	21,213	25.70%	8.88%
French (incl. Patois, Cajun)	546	95.45%	26	4.55%	572	0.69%	0.03%
French Creole	0	0.00%	0	0.00%	0	0.00%	0.00%
Italian	23	67.65%	11	32.35%	34	0.04%	0.01%
Portuguese or Portuguese Creole	141	63.80%	80	36.20%	221	0.27%	0.10%
German	329	95.64%	15	4.36%	344	0.42%	0.02%
Yiddish	0	0.00%	0	0.00%	0	0.00%	0.00%
Other West Germanic languages	66	100.00%	0	0.00%	66	0.08%	0.00%
Scandinavian languages	101	100.00%	0	0.00%	101	0.12%	0.00%
Greek	59	100.00%	0	0.00%	59	0.07%	0.00%
Russian	298	96.44%	11	3.56%	309	0.37%	0.01%
Polish	81	100.00%	0	0.00%	81	0.10%	0.00%
Serbo-Croatian	11	100.00%	0	0.00%	11	0.01%	0.00%
Other Slavic languages	47	69.12%	21	30.88%	68	0.08%	0.03%
Armenian	0	0.00%	0	0.00%	0	0.00%	0.00%
Persian	108	100.00%	0	0.00%	108	0.13%	0.00%
Gujarati	44	83.02%	9	16.98%	53	0.06%	0.01%
Hindi	340	80.38%	83	19.62%	423	0.51%	0.10%

Urdu	113	100.00%	0	0.00%	113	0.14%	0.00%
Other Indic languages	73	74.49%	25	25.51%	98	0.12%	0.03%
Other Indo-European languages	40	83.33%	8	16.67%	48	0.06%	0.01%
Chinese	568	76.14%	178	23.86%	746	0.90%	0.22%
Japanese	63	51.22%	60	48.78%	123	0.15%	0.07%
Korean	81	83.51%	16	16.49%	97	0.12%	0.02%
Mon-Khmer, Cambodian	0	0.00%	0	0.00%	0	0.00%	0.00%
Hmong	0	0.00%	0	0.00%	0	0.00%	0.00%
Thai	99	60.37%	65	39.63%	164	0.20%	0.08%
Laotian	0	0.00%	0	0.00%	0	0.00%	0.00%
Vietnamese	284	67.14%	139	32.86%	423	0.51%	0.17%
Other Asian languages	313	92.06%	27	7.94%	340	0.41%	0.03%
Tagalog	170	94.97%	9	5.03%	179	0.22%	0.01%
Other Pacific Island languages	114	86.36%	18	13.64%	132	0.16%	0.02%
Navajo	0	0.00%	0	0.00%	0	0.00%	0.00%
Other Native North American	0	0.00%	0	0.00%	0	0.00%	0.00%
Hungarian	17	100.00%	0	0.00%	17	0.02%	0.00%
Arabic	169	79.34%	44	20.66%	213	0.26%	0.05%
Hebrew	96	78.69%	26	21.31%	122	0.15%	0.03%
African languages	53	80.30%	13	19.70%	66	0.08%	0.02%
Other and unspecified languages	0	0.00%	0	0.00%	0	0.00%	0.00%

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER Survey/Program: American Community Survey Universe: Population 5 years and over Year: 2015 Estimates: 5-Year Table ID: B16001

US Census Tracts: 5110.01, 5110.02, 5111, 5112, 5115, 5113.01, 5109, 5105, 5104, 5103, 5102, 5106, 5108, 4112, 5107, 4111, 4103, 5101, 2123, 2104

Table C16001, Language Spoken at Home, provides similar information with fewer languages identified. The breakdown is similar to the above table. The percentage of Spanish-speaking individuals who report speaking English “less than well” is 6.92% of the total management MHRA population or 5,700 individuals, which again meets the Safe Harbor threshold. No other languages met the Safe Harbor threshold based on this table.

LANGUAGE SPOKEN AT HOME FOR THE POPULATION 5 YEARS AND OVER					
Language Spoken at Home	Speak English "very well"	Speak English "less than well"	Total Number	Percent of Total Language Sub-Group	Speaking Less than Well Percent of Total Population
Total population			82,380		
Speak only English			58,273	70.74%	
Spanish or Spanish Creole	10,171	5,700	15,871	19.27%	6.92%
French (incl. Haitian, Cajun)	576	14	590	0.72%	0.02%
German	461	57	518	0.63%	0.07%
Russian, Polish, or other Slavic languages	559	56	615	0.75%	0.07%
Other Indo-European languages	2165	392	2557	3.10%	0.48%
Korean	288	0	288	0.35%	0.00%
Chinese	798	445	1243	1.51%	0.54%
Vietnamese	519	126	645	0.78%	0.15%
Tagalog	178	10	188	0.23%	0.01%
Other Asian and Pacific Island languages	897	184	1081	1.31%	0.22%
Arabic	236	53	289	0.35%	0.06%
Other and unspecified languages:	222	0	222	0.27%	0.00%

LANGUAGE SPOKEN AT HOME FOR THE POPULATION 5 YEARS AND OVER Survey/Program: American Community Survey Universe: Population 5 years and over Year: 2021 Estimates: 5-Year Table ID: C16001

US Census Tracts: 2123, 2104, 4103, 4111, 4112, 5101, 5102.01, 5102.02, 5103.01, 5103.02, 5104, 5105, 5106.01, 5106.02, 5107.01, 5107.02, 5108.02, 5108.03, 5109.01, 5109.02, 5110.01, 5110.04, 5111, 5112.01, 5112.02, 5113.01, 5115.01

For Table B16004, Age by Language Spoken at Home by Ability to Speak English, Spanish is again identified as meeting the threshold for Safe Harbor. All other language groups do not meet the threshold.

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER		
	Language Spoken at Home	Speak English "Less Than Well"
English	58,273	N/A
Spanish	15,871	3,186
Indo-European languages	4,280	175
Asian and Pacific Island languages	3,445	275
Other Language	511	19
Total Population	82,380	3,655
AGE BY LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER Survey/Program: American Community Survey Universe: Population 5 years and over Year: 2021 Estimates: 5-Year Table ID: B16004		
US Census Tracts: 2123, 2104, 4103, 4111, 4112, 5101, 5102.01, 5102.02, 5103.01, 5103.02, 5104, 5105, 5106.01, 5106.02, 5107.01, 5107.02, 5108.02, 5108.03, 5109.01, 5109.02, 5110.01, 5110.04, 5111, 5112.01, 5112.02, 5113.01, 5115.01		

(c) The literacy skills of LEP populations in their native languages, in order to determine whether translation of documents will be an effective practice

MHRA has not monitored the literacy rates of LEP populations in their native languages; however, MHRA will provide both written and spoken translations in order to serve the LEP population effectively. MHRA will continue to provide written translations in Spanish but will document when requested to translate information orally. Requests for oral translations in any languages will be documented as well.

(d) Whether LEP persons are underserved by the recipient due to language barriers

Presently, there are no known language barriers that cause LEP persons to be underserved. MHRA will notify LEP persons of their rights and will monitor complaints about barriers.

Factor 2: Assessing the Frequency with Which LEP Individuals Come into Contact with your programs, activities, and services

MHRA does not provide transit services, but rather utilizes FTA funds in order to develop pedestrian infrastructure that enhances people’s ability to easily access the transit services provided by Houston METRO. The most likely instances that LEP persons would come in contact with the projects conducted by MHRA is during the procurement or construction of pedestrian infrastructure. MHRA makes the fact known during all procurement endeavors, advertising efforts, public meetings, and other instances that documents, instructions, and other important materials can be translated at no cost to the user. Very rarely does any of the construction require any detours or significant changes to accessing public transportation, so there is minimal disruption for transit users. In the instance where there are disruptions, MHRA works with Houston METRO to address any concerns while keeping LEP persons in mind and provide notifications and proper signage to address the detours. No translations have been requested in the past. All vital documents, such as forms and public notices, will be translated into Spanish.

Factor 3: Assessing the Nature and Importance of Program, Activity or Service

As stated in the Factor 2 analysis, MHRA does not provide transit services but does utilize FTA funds for the construction of pedestrian infrastructure. The construction of sidewalks, ADA

ramps, pedestrian lighting, and signalization provides benefit to all users of transit services but does not have any unique impact on LEP persons. MHRA will translate all important documents and instructions in Spanish and can translate any other language upon request. MHRA has no direct control or decision making of the transit services.

Factor 4: Assessing the Resources Available to Transit and Costs

MHRA offers many opportunities for LEP persons to fully access information regarding the construction projects. MHRA staff can proficiently translate oral conversations as well as written documentation from English to Spanish, or vice versa. All vital information, including public notices of meetings, planning, and contracting opportunities as well as any construction delay or detour notices, will be translated into Spanish. MHRA recognizes that non-Spanish speaking LEP persons also live within the service area. MHRA does not anticipate many other translation requests, but will accommodate any request, if needed. Costs for any requested translations (either due to staff time or other translation services) and printing of translated documents might cost up to \$1,000 a year. All costs are absorbed into the MHRA's annual budget.

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LAP Implementation Plan

Task 1 – Identifying LEP Persons Who Need Language Assistance

Number or Proportion of LEP Persons Served or Encountered in Eligible Service Population

According to the American Community Surveys included in the LEP Four Factor Analysis, only Spanish was identified as meeting the Safe Harbor threshold of 1,000 individuals or 5% of the population. Across all three tables, Spanish LEP speakers represented around 6-8% of the reviewed with minimal LEP percentage in other languages.

Frequency with Which LEP Individuals Come Into Contact with your Programs, Activities and Services

MHRA does not provide transit services, but rather utilizes FTA funds in order to develop pedestrian infrastructure that enhances people's ability to easily access the transit services provided by Houston METRO. The most likely instances that LEP persons would come in contact with the projects conducted by MHRA is during the procurement or construction of pedestrian infrastructure. MHRA makes the fact known during all procurement endeavors, advertising efforts, public meetings, and other instances that documents, instructions, and other important materials can be translated at no cost to the user. Very rarely does any of the construction require any detours or significant changes to accessing public transportation, so there is minimal disruption for transit users. In the instance where there are disruptions, MHRA works with Houston METRO to address any concerns while keeping LEP persons in mind and provide notifications and proper signage to address the detours. No translations have been requested in the past. All vital documents, such as forms and public notices, will be translated into Spanish.

Task 2 - Language Assistance Measures

MHRA will provide a range of language assistance options, including notices to LEP person in a language they can understand regarding their right to free language assistance. MHRA will provide translation services for public documents and competent interpreters at public hearings as requested.

MHRA will make best efforts to increase opportunities for public involvement, particularly by historically underserved populations including LEP individuals by publishing notices of public meetings in as many varied mediums as possible, including social, print, and local minority newspaper.

Specific Activities for Limited English Proficiency Individuals

MHRA has adopted the following policy regarding language assistance for federally funded programs:

- A. There will be at least one Spanish-speaking employee at a public contact event or board meeting, when a request is made in advance of the event or meeting.

- B. MHRA will ensure that if at any time an employee or an appointed substitute is not available to provide language assistance, MHRA will contract with outside agency to assist with translation for languages other than Spanish upon advance request.
- C. Employment opportunities on federally funded programs will be advertised in different languages, including English and Spanish.
- D. MHRA will publish informational brochures, flyers, etc., regarding the MHRA FTA-funded programs are written in English and Spanish and may be translated to other languages upon request.
- E. American Sign Language interpreters will be available for face to face meetings with MHRA staff regarding FTA-Funded Programs upon advance request.

Task 3 – Providing Notice to LEP Persons

The Title VI Notice to the Public will be posted on the MHRA website. The Title VI Notice to the Public has included a statement about translation availability at no cost and the full notice has been translated into Spanish.

Task 4 – Monitoring and Evaluating Language Access Plan

MHRA will monitor the program to ensure that LEP persons have meaningful access to the transportation planning and implementation process. MHRA will document interactions with LEP individuals in field activities and community meetings, including follow-up responses, in an internal log that includes the date, the requested language, and the actions taken to accommodate the request. Sign-in sheets for community meetings will request language preference. The Language Access Plan will be updated every three years along with the triennial Title VI update.

Task 5 – Training Staff

MHRA has provided training for staff to ensure they are knowledgeable and has been provided with this Title VI plan. In the future, all new staff members will be informed of the Title VI Program, and all language assistance measure MHRA employees are required to perform.

Minority Representation on Planning and Advisory Boards

MHRA has a Board of Directors comprised of area stakeholders. It is important for MHRA to have a diverse board that represents all areas of the MHRA and represents a diverse cultural and racial population. Currently, the Board is comprised of 7 members of which four (4) are white, two (2) are African American, and one (1) is Hispanic.

	White	Hispanic	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Other
US Census Population	56.6%	25.3%	5.6%	0.1%	7.8%	0.0%	4.5%
Board of Directors	57.1%	14.2%	28.6%	0.0%	0.0%	0.0%	0.0%

Monitoring of Sub Recipients

The MHRA does not have any sub recipients who receive federal financial assistance.

Determination of Site or Location of Facilities

No facilities have been constructed within the MHRA in the past three years. Any construction of transit facilities receiving federal financial assistance within the MHRA will perform a Title VI site equity analysis during the planning stage with regard to the location of the facility.

Chapter IV-4: Requirement to Set System-Wide Service Standards and Policies Service Standards

The MHRA does not provide fixed-route transit services.

Attachment A - Civil Rights Complaint Form

Memorial-Heights Redevelopment Authority (MHRA) is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, national origin, or disability, as provided by Title VI of the Civil Rights Act of 1964 and the American with Disabilities Act (ADA), as amended. Civil Rights complaints must be filed within 180 days from the date of the alleged discrimination.

**Memorial-Heights Redevelopment Authority, 1980 Post Oak Blvd., Suite 1380 Houston, TX
77056, 713-850-9000, info@memorialheightstirz5.com**

SECTION I: TYPE OF COMMENT (Choose One)									
RACE		COLOR		NATIONAL ORIGIN		LIMITED ENGLISH PROFICENCY		DISABILITY (ADA)	
SECCIÓN II: INFORMACIÓN DE CONTACTO									
Salutation (Mr/Mrs./Ms).									
Name									
Street Address									
City, State, ZIP Code									
Telephone									
E-mail Address									
Accessible Format		LARGE PRINT		TDD/RELAY	AUDIO		OTHER		
SECTION III: COMMENT DETAILS									
Project									
Date & Time of Occurrence									
Name of Individuals Involved									
Location of Incident									
If any information is unknown, please provide descriptive information here									
Description of Incident									
SECTION IV: FOLLOW UP									
May we contact you if we need more details or information?					Yes	No			

What is the best way to reach you?	Phone	E-mail	Mail
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Formulario de Quejas de Derechos Civiles

Memorial-Heights Redevelopment Authority (MHRA) está comprometida a garantizar que ninguna persona sea excluida de participar o se le sean negados los beneficios de sus servicios sobre la base de raza, color, origen nacional u discapacidad, conforme a lo dispuesto por el Título VI del Acta de Derechos Civiles de 1964 y Americans with Disabilities Act (ADA). Las quejas conforme al Derechos Civiles deben ser presentadas dentro de los 180 días siguientes a la fecha de la supuesta discriminación.

Memorial-Heights Redevelopment Authority, 1980 Post Oak Blvd., Suite 1380 Houston, TX 77056, 713-850-9000, info@memorialheightstirz5.com

SECCIÓN I: TIPO DE COMENTARIO (Elija solo una opción)

Raza		Color		Origen nacional		Conocimiento limitado del inglés		Discapacidad (ADA)	
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SECCIÓN II: INFORMACIÓN DE CONTACTO

Título (Señor/Señora)									
Nombre									
Dirección									
Ciudad, Estado, Código Postal									
Teléfono									
Dirección de Correo/E-mail									
Requisito de Accesibilidad		Letra grande		Servicio de Relevo de TDD		Grabación de Audio		Otro	

SECCIÓN III: DETALLES ACERCA DEL COMENTARIO

Proyecto	
Fecha y hora de ocurrencia	
Nombre de individuos involucrados	
Lugar del Incidente	
Si alguna información es desconocida, por favor proporcionar información descriptiva aquí.	
Descripción del Incidente	

SECCIÓN IV: SEGUIMIENTO

¿Podemos contactarlo si necesitamos más detalles o información?		Si	No
¿Cuál es la mejor manera de contactarlo?	Por Teléfono	Por E-mail	Por Correo Postal

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Attachment B – Board of Directors Approval of Title VI Program

RESOLUTION ADOPTING A TITLE VI COMPLIANCE PLAN FOR MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS

WHEREAS, on December 14, 2023, the City of Houston Tax Reinvestment Zone 5 or the Memorial Heights Redevelopment Authority (hereinafter referred to as “MHRA”) adopted a Title VI Compliance Plan in accordance with 49 CFR Part 21;

WHEREAS, the proposed updated Title VI Compliance Plan attached hereto is intended to meet such requirements; and

WHEREAS, MHRA desires to submit the Title VI Compliance Plan to the FTA for review and approval by those agencies or their representatives prior to final implementation:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MHRA THAT:

Section 1. MHRA hereby approves the Title VI Compliance Plan attached hereto which plan shall be submitted for review and approval by the FTA or such other agencies as required.

Section 2. The Title VI Compliance Plan shall be administered and enforced by the officers, agents and employees of MHRA in accordance with the terms set forth therein.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this the _____ day of December 2023.

Chairman Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

Attachment C – Procedimientos de Queja y Formulario de Queja

Estos procedimientos cubren todas las quejas presentadas conforme al Título VI de la Ley de Derechos Civiles de 1964, según enmendada, en relación con cualquier transporte, programa o actividad que reciba asistencia financiera federal administrada por MHRA o subcontratantes y contratistas. El programa también se lleva a cabo de acuerdo con la Circular 4702.1B y la Circular 4710.1 de FTA.

Se hará todo lo posible para obtener una resolución temprana de las quejas. El Coordinador del Derechos Civiles hará todo lo posible para buscar una resolución de la queja. Las entrevistas iniciales con el reclamante y el demandado solicitarán información con respecto a las oportunidades de remedio y solución específicamente solicitadas.

Cualquier persona, grupo de personas o entidad que crea que ha sido víctima de discriminación por motivos de raza, color u origen nacional—tal como lo prohíben las disposiciones del Distrito de no discriminación del Título VI—puede presentar una queja por escrito. Una queja formal se debe presentar dentro de los 180 días posteriores a la supuesta ocurrencia, o cuando la supuesta discriminación fue conocida por el reclamante. Estos procedimientos son parte de un proceso administrativo, que no proporciona remedios que incluyen daños punitivos o remuneraciones compensatorias para el demandante.

Los procedimientos no niegan el derecho del reclamante a presentar quejas formales con otras agencias estatales o federales ni a buscar un abogado privado para las quejas que aleguen discriminación. MHRA tiene autoridad para aceptar quejas de investigación, pero los denunciadores también pueden presentar quejas ante TxDOT o la Administración Federal de Tránsito (FTA) dentro de los 180 días posteriores al presunto delito. Si desea presentar una queja con TxDOT, envíe la queja por escrito a TxDOT Public Transportation, 3712 Jackson Avenue, Building 6, 5th floor, Austin, Texas 78731. Si desea presentar una queja con FTA, envíe la queja por escrito al FTA Región VI, 819 Taylor Street, habitación 8A36, Fort Worth, TX 76102.

El denunciante debe cumplir con los siguientes requisitos. La Queja será:

1. Por escrito;
2. Firmado;
3. Fechado para el presunto acto de discriminación; y
4. Contener una descripción detallada de los problemas, incluyendo nombre(s) y trabajo(s).

Las acusaciones o alegaciones recibidas por correo electrónico serán reconocidas y procesadas siempre y cuando la(s) identidad(es) del (de los) reclamante(s) y la intención de queja sean firmadas por el (los) reclamante(s). Se requiere que el demandante envíe por correo una copia

original firmada de la transmisión por correo electrónico a MHRA para que MHRA pueda procesarlo. Toda la correspondencia con MHRA debe dirigirse al presidente y debe tener "Attn: Title VI" en el exterior. Las acusaciones o alegaciones recibidas por teléfono serán escritas y provistas al reclamante para ser confirmadas o revisadas antes de ser procesadas. El reclamante recibirá un formulario de queja que deberá ser completada, firmada y devuelta a MHRA para ser procesada.

La aceptación de una queja dependerá de los siguientes factores:

1. Si la queja es presentada a tiempo;
2. Si las alegaciones involucran una queja del Título VI de raza, color u origen nacional; o
3. Si las alegaciones involucran un programa o actividad de un receptor, subreceptor o contratista de ayuda federal o, en el caso de las alegaciones de ADA, una entidad abierta al público.

Una queja puede ser desestimada por las siguientes razones:

1. El reclamante solicita el retiro de la queja; o
2. El reclamante no responde a las repetidas solicitudes de proveer información adicional necesarias para procesar la queja; o
3. El reclamante no puede ser localizado después de varios intentos.

Una vez que el Distrito decida proceder con la investigación, se le notificará por escrito al demandante la determinación dentro de diez (10) días calendarios. Se le asignará un número de caso a la queja y se registrará en los registros de MHRA identificando su razón de ser (raza, color, u origen nacional) y el presunto daño causado.

En los casos en que MHRA asuma la investigación de la denuncia el Coordinador del Derechos Civiles le brindará al demandante la oportunidad de responder a las alegaciones por escrito. El demandante tendrá diez (10) días calendarios a partir de la fecha en la que MHRA le notificó la aceptación de la queja, para proporcionar su respuesta a las alegaciones.

Dentro de los 30 días calendarios de la aceptación de la queja, el Coordinador del Derechos Civiles preparará un informe de investigación para el presidente/la presidenta del consejo de administración. El informe incluirá una descripción narrativa del incidente, identificación de las personas entrevistadas, hallazgos y recomendaciones para la disposición. El presidente/la presidenta del consejo de administración tendrá diez (10) días calendarios para evaluar y proporcionar comentarios.

Después de que el Coordinador del Derechos Civiles aborde cualquier comentario del presidente/ la presidenta del consejo de administración sobre al informe de investigación preliminar, el informe y sus conclusiones serán remitidas al personal legal de MHRA para su revisión. El personal legal revisará el informe y la documentación asociada y proporcionará su opinión dentro de diez (10) días calendario.

El informe de investigación final de MHRA y una copia de la queja serán enviadas a FTA dentro de los 60 días calendarios posteriores a la aceptación de la queja. MHRA notificara a las partes sobre sus conclusiones preliminares.

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POLICY STATEMENT

OBJECTIVES/POLICY STATEMENT

Section 26.1, 26.23

The Memorial-Heights Redevelopment Authority (“MHRA”) has established a Disadvantaged Business Enterprise. MHRA has signed an assurance that it will comply with 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

It is the policy of MHRA to facilitate and assure that each third-party participant will facilitate DBE participation by:

1. Complying with 49 CFR part 26;
2. Not discriminating on the basis of race, color, sex, or national origin;
3. Implementing the MHRA’s DBE program; and
4. Verifying DBE Certification.

A compliance consultant with The Goodman Corporation has been delegated as the DBE Liaison Officer (DBELO), as a contactor for MHRA. In that capacity, DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MHRA in its financial assistance agreements with the FTA.

MHRA has disseminated this policy statement to the Board of Directors and all transit related components of MHRA. MHRA will distribute this statement to DBE and non-DBE business communities that perform work on FTA-assisted contracts.

Sherry Weesner
President
Memorial-Heights Redevelopment Authority

Date

GENERAL REQUIREMENTS

Objectives – Section 26.1

The objectives of a DBE program, as listed in 49 CFR part 26.1, include:

- “To ensure nondiscrimination in the award and administration of U.S. DOT/FTA-assisted contracts in the transit financial assistance programs;
- To create a level-playing field on which DBEs can compete fairly for U.S. DOT/FTA-assisted contracts;
- To ensure that MHRA’s DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet this part’s eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in U.S. DOT/FTA-assisted contracts;
- To assist the develop of firms that can compete successfully in the marketplace outside the DBE Program; and
- To provide appropriate flexibility to recipients of federal financial as assistance in establishing and providing opportunities for DBEs.”

MHRA strives to achieve the listed objectives through this DBE Program.

Applicability – Section 26.3

MHRA is the recipient of FTA funds authorized by the Fixing America’s Surface Transportation (FAST) Act and all extensions.

Definitions – Section 26.5

MHRA accepts the definitions contained in 49 CFR Section 26.5 for this program.

Non-discrimination Requirements – Section 26.7

MHRA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, MHRA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Reporting and Record Keeping Requirements – Section 26.11

Reporting to FTA: 26.11(b)

MHRA will report DBE participation to FTA on a biannual basis using the Uniform Report of DBE Awards or Commitments and Payments Form through the Transit Asset Management System (TrAMS).

Bidders List: 26.11(c)

MHRA will collect information about all DBE, Small Business Enterprise (SBE), and non-DBE firms that bid on or propose on DOT/FTA-assisted contracts. The purpose of collecting this information is to allow use of the bidders list approach to calculating overall goals. The bidders list will include the name, address, DBE, SBE, or non-DBE status, and age/annual gross receipts of the firms (if provided). MHRA will also utilize the State of Texas’s online Uniform Certification Program Directory (TUCP) to add to their Bidders List.

Assurances – Section 26.13

Every financial assistance agreement that MHRA signs with the FTA will include the following assurance.

The recipient shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any DOT/FTA-assisted contract, in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under part 26 to ensure nondiscrimination in the award and administration of DOT/FTA-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT/FTA, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract MHRA signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) or sub-recipient must include the following assurance:

The contractor, subcontractor, or sub recipient shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT/FTA-assisted contracts. Failure by the contractor, subcontractor, or subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ADMINISTRATIVE REQUIREMENTS

DBE Program Updates – Section 26.21

Since MHRA has received, or will receive, a grant of \$250,000 or more in FTA planning capital, and/or operating assistance in a single federal fiscal year, MHRA will continue to carry out this program until all funds from FTA financial assistance have been expended. MHRA will provide FTA updates representing significant changes in the program on an as needed basis.

Policy Statement – Section 26.23

The Policy Statement is provided on the first page of this program document.

DBE Liaison Officer (DBELO) – Section 26.25

MHRA has designated the following individual as our DBE Liaison Officer:

Kara McManus
Civil Rights & Compliance Manager (MHRA Consultant)
The Goodman Corporation
3200 Travis Street, Ste. 200
Houston, TX 77006
kmcmanus@thegoodmancorp.com
713-951-7951

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that MHRA complies with all provision of 49 CFR part 26. The DBELO has direct, independent access to President and Board Chair of MHRA, concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in **Attachment 1** to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of one (1) to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT/FTA.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with consultants and staff to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available or sent to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and, if necessary, contract specific goals attainment) and identifies ways to improve progress.
6. Analyzes MHRA's progress toward goal attainment and identifies ways to improve progress.
7. Advises the Board of Directors on DBE matters and achievement.
8. Provides DBEs with all appropriate and applicable information regarding the DBE Program and procurements.
9. Analyzes shortfall if the overall goal is not reached. If required, will develop a corrective action plan, and submit the plan to DOT/FTA.

DBE Financial Institutions – Section 26.27

The DBELO has investigated the availability of financial institutions owned and controlled by socially and economically disadvantaged individuals in the greater Houston area on the Federal Deposit Insurance Corporation's (FDIC) Minority Depository Institutions Program and List, <https://www.fdic.gov/regulations/resources/minority/mdi.html>, and Partnership for Progress, <https://fedpartnership.gov/>. If available, MHRA will make reasonable efforts to use these institutions and encourage prime contractors to use these institutions.

Prompt Payment Mechanisms – Section 26.29

MHRA will include the following clauses in each FTA-assisted prime contract:

Prompt Payment: 26.29(a)

The Contractor shall pay all subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 days after the Contractor's receipt of payment from MHRA for that work.

After 10 days, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is equal to the sum of one (1) percent and the prime rate, as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The rate of interest is stated on the Texas Comptroller of Public Accounts' Prompt Payment Overview of Requirements,

https://fm.xcpa.state.tx.us/fm/pubs/purchase/prompt_pay/index.php?section=overview&page=rate.

Retainage: 26.29(b)

The Contractor shall return retainage payments to each subcontractor no later than 10 days after receipt of incremental retainage payments from MHRA. Any delay or postponement of payment from this time frame may occur only for good cause following written approval of MHRA. This clause applies to DBE, SBE, and non-DBE subcontracts.

Reporting:

The Contractor shall report DBE and SBE participation on a monthly basis on the Contractor Payment Report Form, **Attachment 4**.

Monitoring and Enforcement: 26.29(d)

See **Attachment 3**, Monitoring and Enforcement.

Directory – Section 26.31

MHRA provides instructions to potential bidders to access the TUCP, which identifies all firms eligible to participate as DBEs and SBEs. These directories list the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE.

The TUCP Directory is incorporated by web addresses in **Attachment 2**.

Overconcentration – Section 26.33

There is an undue burden on non-DBEs if there is an overconcentration of in a certain type of work opportunity. If an overconcentration is present, MHRA will develop the appropriate, FTA-approved measures to address the issue. Currently, MHRA has not identified that overconcentration exists in the types of work that DBE subcontractors perform.

Business Development Programs – Section 26.35

MHRA has not established a business development program as this is their first program. MHRA will re-evaluate the need for a business development program every three years.

Monitoring and Enforcement Mechanisms – Section 26.37

MHRA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. MHRA will bring to the attention of the DOT/FTA any false, fraudulent, or dishonest conduct in connection with the program, so that DOT/FTA can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT/FTA Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. MHRA will consider similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment 3** lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. MHRA will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by providing and monitoring written certification for every contract/project in which DBEs are

participating, ensuring the DBEs are in fact performing the work; requiring reporting forms; and verifying payment amounts.

4. MHRA will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Small Business Participation – Section 26.39

MHRA is dedicated to fostering small business participation in its procurements. Participation of SBEs is incorporated into this DBE program in accordance with 49 CFR part 26 and is intended to meet an overall SBE program goal of meeting the maximum feasible portion of a goal through race-neutral means of obtaining DBE and non-DBE small business participation (49 CFR part 26.51). MHRA will implement the small business participation in all U.S. DOT/FTA funded procurement.

MHRA uses the same standards certification and verification processes as the TUCP, which requires businesses to meet the US Small Business Administration (SBA) size standards and filling out an application. All SBEs listed on the TUCP will be considered as an SBE. MHRA will notify SBEs of opportunities along with DBE notifications.

Due to the limited FTA-funded projects, MHRA will use the following strategies to promote SBE participation:

- MHRA will strongly encourage the prime contractor to specify elements of the contract or specific subcontracts that are of a size that small businesses can reasonably perform. An example of this would be encouraging a prime contractor of a large construction contract to use an SBE subcontractor for elements such as poured concrete or electrical work.
- On prime contracts not having DBE contract goals, MHRA can require the prime contractor to provide subcontracting opportunities of a size that small businesses can reasonably perform, rather than self-performing all the work involved. An example would be requiring an SBE to perform the landscape architecture portion of an engineering contract for a streetscape design.
- When possible, MHRA will unbundle contracts to make separate smaller projects that a SBE could become the prime contractor on. This also includes the removal of unnecessary and unjustified bundling of contract requirements.
- MHRA will implement other types of strategies to encourage SBE participation, when possible, for procurement opportunities, such as keeping a reasonable number of projects a size that a small business can reasonably perform as a prime contractor; simplifying or reducing bonding requirements, when applicable; and unbundling larger contracts.

MHRA's Small Business Participation will include outreach to SBEs. Outreach efforts include pro-active methods, including but not limited to: soliciting bids or proposals from SBEs when the contract sizes allow them to have a SBE as a prime contractor; notifying regional small business associations of opportunities to disseminate; encouraging participation in pre-bid and pre-proposal meetings for subcontracting opportunities when contract sizes are larger; including access to the SBE Directories in all procurements to provide prime contractors with the names and contact information of available SBEs; inviting SBEs and SBA organizations to DBE outreach/public participation meetings; and providing information on becoming TxDOT or City of Houston SBE Certified when requested.

GOALS, GOOD FAITH EFFORTS, AND COUNTING

Set-asides or Quotas – Section 26.43

MHRA does not use set-asides and/or quotas in the administration of MHRA’s DBE program.

Overall Goals – Section 26.45

A description of the methodology to calculate the overall goal and the goal calculations can be found in the separate DBE Goal Documentation. The goal will be updated every three years.

In accordance with Section 26.45(f), MHRA will submit its overall goal to FTA by August 1 at three-year intervals based on a schedule as specified by FTA. MHRA may adjust the three-year overall goal during the three-year period to reflect changed circumstance, but FTA must review and approve the change.

Before establishing the overall goal every three years, MHRA will consult with local agencies and organizations, trade groups, and local contractors to determine the availability of DBEs, SBEs, and non-DBEs, the effects of discrimination on opportunities for DBEs, and MHRA’s efforts to improve the participation of DBEs and SBEs.

Following the consultation, MHRA will publish a notice of the proposed overall goal on the MHRA’s website. The notice will inform the public about the proposed goal, the rationale for establishing the goal, a location where the proposed goal and rationale can be reviewed for a significant portion of time following the date of the notice and an address where comments can be sent. MHRA will accept comments about the goal and rationale. MHRA’s goal submission to FTA will include the comments received during the public comment process and MHRA’s responses, if needed. MHRA will begin using the overall goal on October 1 of the year adopted unless MHRA receives other instructions from FTA.

Goal Setting and Accountability – Section 26.47

If the awards and commitments shown on MHRA’s Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, MHRA will:

- Analyze in detail the reasons for the difference between the overall goal and the actual awards/commitments; and
- Establish specific steps and milestones for the next fiscal year to correct the problems identified.

Transit Vehicle Manufacturers Goals – Section 26.49

MHRA will require each transit vehicle manufacturer, as a condition of being authorized to propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of Section 26.49. MHRA will verify that all vehicles procured are from companies listed on the FTA Transit Vehicle Manufacturer (TVM) website.

After the execution of a vehicle purchase order, MHRA’s DBELO, or authorized individual, will submit the name of the successful TVM, the total dollar value of the purchase order, and all other required information on the FTA-provided online form. DBELO will complete this form within 30 days of executing the purchase order. The Executive Director will verify that this task has been completed within five (5) days of the deadline.

Race-Neutral and Race-Conscious Participation – Section 26.51

The breakout of estimated race-neutral and race-conscious participation can be found in the separate DBE Goal Documentation. The goal will be updated every three years when the goal calculation is updated. The forms for both race-neutral and race-conscious are included in **Attachment 4**.

Race Neutral Measures include, but are not limited to:

- Pre-bid and advertisement notifications of prime or subcontracting opportunities
- Listing of the aspirational DBE Program Goal in all procurements
- Outreach efforts to business organizations and listed DBEs on the TUCP
- Providing information about becoming a registered DBE to current contractors
- Facilitating relationships between DBEs and Prime Contractors, if requested

For race-neutral participation, MHRA’s procurements will include the following documentation to respondents, bidders, or contractors.

The respondent, bidder, or contractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this contract. The respondent, bidder, or contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the respondent, bidder, or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MHRA deems appropriate. Each subcontract the respondent, bidder, or contractor signs with a subcontractor must include the assurance in this paragraph.

Award of this contract is conditioned on submission of the following information:

- *The names and addresses of subcontractors that will participate in the contract;*
- *A description of the work that each subcontractor will perform;*
- *Whether the firm is a DBE, SBE, or non-DBE;*
- *The ethnic code, as described in the form;*
- *The dollar amount of the participation of each DBE firm participating; and*
- *Written and signed documentation of commitment to use a DBE subcontractor.*

For race-conscious participation, MHRA’s procurements will include the following documentation to respondents, bidders, or contractors.

The requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, apply to this contract. It is the policy of MHRA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit responses/bids. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all respondents, bidders, or contractors, including those who qualify as a DBE. A DBE contract goal of <insert appropriate goal> has been established for this contract. The respondent, bidder, or contractor shall make good faith efforts, as defined in Appendix A, 49 CFR part 26, to meet the contract goal for DBE and/or SBE participation in the performance of this contract.

The respondent, bidder, or contractor will be required to submit the following information:

- *The names and addresses of subcontractors that will participate in the contract;*
- *A description of the work that each subcontractor will perform;*
- *Whether the firm is a DBE, SBE, or non-DBE;*
- *The ethnic code, as described in the form;*
- *The dollar amount of the participation of each DBE firm participating;*
- *Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;*
- *Written and signed confirmation from the DBE or SBE that it is participating in the contract as provided in the prime contractor's commitment; and*
- *If the contract goal is not met, evidence of good faith efforts.*

The guidance on good faith efforts from 49 CFR Part 26 will also be included in race-conscious procurements as well.

Written and signed confirmation from the DBE or SBE that it is participating in the contract as provided in the prime contractor's commitment

Contract Goals – Section 26.51(d-g)

MHRA will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. Currently, there is one upcoming third-party contracts for MHRA using federal financing over the next three years for construction. To try and reach the DBE program goal, the construction contract will be procured race-neutrally.

MHRA will use contract goals to meet any portion of the overall goal MHRA does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

MHRA will establish contract goals only on those DOT/FTA-assisted contracts that have subcontracting possibilities. MHRA need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

Good Faith Efforts Procedures – Section 26.53

Good faith efforts will be used for race-conscious measures.

Demonstration of Good Faith Efforts: 26.53(a) & (c)

MHRA will deny award of a contract to a respondent, bidder, or contractor that does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the respondent, bidder, or contractor to demonstrate it has made sufficient good faith efforts prior to submission of its bid. The DBELO is responsible for determining whether a respondent, bidder, or contractor who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

Information to be Submitted: 26.53(b)

For all FTA assisted contracts, for which a contract goal has been established, MHRA will require the respondent, bidder, or contractor to submit the following information:

- The names and addresses of subcontractors that will participate in the contract;
- A description of the work that each subcontractor will perform;
- Whether the firm is a DBE, SBE, or non-DBE;
- The ethnic code, as described in the form;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE or SBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration: 26.53(d)

Within 15 days of being informed by MHRA that it is not responsive because it has not documented sufficient good faith efforts, a respondent, bidder, or contractor may request administrative reconsideration. Respondents, bidders, or contractors should make this request in writing to the following Reconsideration Official:

John Kuhl, Legal Consultant
Sanford Kuhl Hagan Kugle Parker Kahn LLP
1980 Post Oak Boulevard
Suite 1380
Houston, Texas 77056
kuhl@sklaw.us
713-850-9000

The Reconsideration Official will not have played any role in the original determination that the respondent, bidder, or contractor did not document sufficient good faith efforts.

As part of this reconsideration, the respondent, bidder, or contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The respondent, bidder, or contractor will have the opportunity to meet in person with MHRA's Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. MHRA will send the respondent, bidder, or contractor a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to FTA or DOT.

Good Faith Efforts when a DBE is Terminated/Replaced on a Contract: 26.53(f)

MHRA requires that prime contractors not terminate a DBE subcontractor listed on a response, bid, or contract with a DBE contract goal without MHRA's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE subcontractor, as established by Section 26.53(f)(3).

The prime contractor must give notice in writing to the DBE subcontractor of its intent to terminate before transmitting its request to terminate the DBE or substitute a DBE subcontractor to MHRA. A copy of this notice must be provided to MHRA prior to consideration of the request to terminate or substitute. The DBE subcontractor will then have five (5) days to respond and advise the prime contractor of why it objects to the proposed termination.

In those instances where “good cause” exists to terminate a DBE’s subcontract, MHRA will require the prime contractor to make good faith efforts to replace a DBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE subcontractor, to the extent needed to meet the contract goal. If the prime contractor is unable to find another DBE subcontractor to perform the work, MHRA will require the prime contractor to obtain MHRA’s prior approval to substituting a non-DBE subcontractor and provide documentation of good faith efforts.

If the prime contractor fails or refuses to comply with the good faith efforts to terminate or replace a DBE subcontractor, then MHRA may take action against the prime contractor as defined in **Attachment 3, Monitoring and Enforcement**.

Sample Bid Specification:

The requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, apply to this contract. It is the policy of MHRA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit responses/bids. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all respondents, bidders, or contractors, including those who qualify as a DBE. A DBE contract goal of <insert appropriate goal> has been established for this contract. The respondent, bidder, or contractor shall make good faith efforts, as defined in Appendix A, 49 CFR part 26, to meet the contract goal for DBE and/or SBE participation in the performance of this contract.

The respondent, bidder, or contractor will be required to submit the following information:

- *The names and addresses of subcontractors that will participate in the contract;*
- *A description of the work that each subcontractor will perform;*
- *Whether the firm is a DBE, SBE, or non-DBE;*
- *The ethnic code, as described in the form;*
- *The dollar amount of the participation of each DBE firm participating;*
- *Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;*
- *Written and signed confirmation from the DBE or SBE that it is participating in the contract as provided in the prime contractor’s commitment; and*
- *If the contract goal is not met, evidence of good faith efforts.*

Counting DBE Participation – Section 26.55

MHRA will count DBE participation toward overall and contract goals as provided in Section 26.55.

CERTIFICATION STANDARDS

Unified Certification Program: Section 26.81

MHRA is a member agency of the State of Texas’s Unified Certification Program (TUCP), which is administered by the Texas Department of Transportation. The TUCP meets all of the requirements of this section.

All certification activities should be submitted to the TUCP certifying entity that services the Texas county in which the business’ home or corporate headquarters is located. The appropriate TUCP certifying agency and contact information for businesses located in Harris County is listed below:

City of Houston
Marsha Murray, Director
611 Walker, 7th Floor
Houston, TX 77002
832.393.0600
director.obo@houstontx.gov
<http://www.houstontx.gov/obo/>

COMPLIANCE AND ENFORCEMENT

Information, Confidentiality, Cooperation: Section 26.109

Consistent with Federal, state, and local law, MHRA will safeguard third party information that may reasonably be regarded as confidential business information from disclosure. Pursuant to Texas Public Information Act, none of the information that the prime contractor and DBE, SBE, and non-DBE subcontractors submit to MHRA, under MHRA’s DBE program, is confidential.

Monitoring Payments to DBEs

MHRA will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of MHRA, FTA, and/or DOT. This reporting requirement also extends to any certified DBE or SBE subcontractor.

MHRA will perform interim audits of contract payments to DBEs or SBEs. The audit will review payments to DBE and SBE subcontractors to ensure that the actual amount paid to DBE and SBE subcontractors equals or exceeds the dollar amounts stated in the Contractor Payment Report Form (**Attachment 4**).

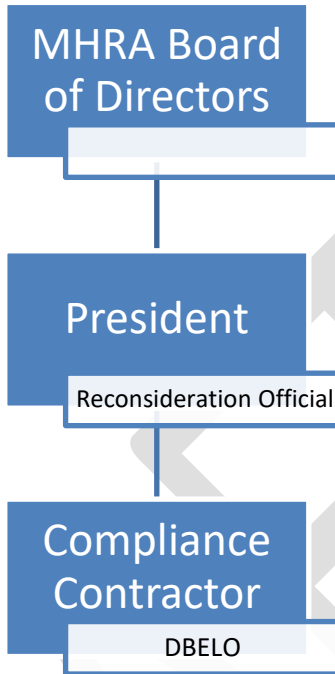
ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Race-Neutral & Race-Conscious DBE Forms 1 & 2 and Reporting Form, Evidence of Good Faith Effort
Attachment 5	Certification Application Forms
Attachment 6	Procedures for Removal of DBE's Eligibility
Attachment 7	Regulations: 49 CFR part 26

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Attachment 1

Organizational Chart



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Attachment 2

DBE and SBE Directories

A copy of the Texas Unified Certification Program DBE Information Directory can be obtained from the DBELO or on the website:

<https://txdot.txdotcms.com/Default.asp>

A copy of the City of Houston MWSBE/PDBE, DBE/ACDBE, and LGBTBE Directory can be obtained from the DBELO or on the website:

<https://houston.mwdbe.com/FrontEnd/VendorSearchPublic.asp>

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Attachment 3

Monitoring and Enforcement Mechanisms

MHRA will monitor and provide written certification for every contract/project in which DBEs are participating, ensuring the DBEs are in fact performing the work. MHRA will monitor DBE participation through reporting forms and verification of payment amounts.

MHRA has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Termination, suspension, or cancellation of the contract in whole or in part; and/or
4. In the event that a respondent or bidder fails to achieve the DBE goals of this program, after contract completion, the respondent's, or bidder's eligibility to receive any future MHRA contract will be conditioned upon the respondent or bidder making up the deficit in DBE participation in such future contracts by having DBEs perform equal to double the dollar value of the deficiency in the DBE requirement in the prior contract.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

MHRA will monitor prompt payment from the contractors to subcontractors through the following methods:

1. Review Contractor Payment Report Form, which will be included with each pay application until final payment of the contract has been made; and
2. Perform periodic checks with subcontractors to ensure Contractor Payment Report Form matches payment.

Contractor Payment Report Form

MHRA will utilize a form similar to form below to assist with monitoring the use of the

FY 2023 Memorial Heights Redevelopment Authority DBE Program

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

Attachment 4

Forms 1 & 2 for DBE Participation, Contractor Payment Report Form, and Guidance Concerning Good Faith Efforts

FORM 1 – SUBCONTRACTOR UTILIZATION

Instructions: The Respondent/Bidder/Contractor shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm, and 6) % or \$ amount of Total Contract. Those subcontractors who are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the bids/proposals are submitted. Additionally, those subcontractors who are listed on this form as DBEs or SBEs must complete Form 2, Subcontractor Letter of Intent, agreeing to the information listed herein.

RESPONDENT/BIDDER/CONTRACTOR: _____

ETHNIC CODES

- A) Black American B) Hispanic American C) Native American
D) Sub-continental Asian American E) Asian-Pacific American**

PROJECT NAME: _____ **F) Non-Minority Women G) Other**

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "install" or both.	4) DBE, SBE or non-DBE	5) Ethnic Code	6) % or \$ amount of Total Contract

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED ON THIS PROJECT.

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with MHRA. The Respondent/Bidder/Contractor agrees to the terms of this schedule by signing below and submitting Form 2, as completed by the DBE or SBE subcontractor(s).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

FORM 2
DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a UCP Certifying Agency by the due date established for this Invitation for Bid (IFB) or Request for Proposal (RFP).

1. TO: (Respondent/Bidder/Contractor): _____

2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.

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

and at the following price \$ _____ and/or _____ % of the total contract amount (should be the same \$ or % found on **FORM 1** – Subcontractor Utilization).

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

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

DATE: _____ DBE/SBE FIRM: _____
SIGNATURE: _____
PRINT NAME: _____
PHONE NUMBER: _____

RESPONDENT/BIDDER/
PRIME CONTRACTOR:

DATE: _____
SIGNATURE: _____
PRINT NAME: _____
PHONE NUMBER: _____

GUIDANCE CONCERNING GOOD FAITH EFFORTS

Appendix A to 49 CFR part 26

- i. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- ii. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.
 - (1) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.
- iii. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.*, obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith effort showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- iv. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
 - (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- (3) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- (4) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- (5) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (6) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (7) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (8) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

- (9) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - (10) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (11) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- v. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in [§ 26.53\(b\)\(2\)\(vi\)](#), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.
- vi. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

Attachment 5

Certification Application Forms

The Texas Unified Certification Program (TUCP) website potential certified DBE and SBE Firms, with applications and instructions:

<https://txdot.tdotcms.com/>

Attachment 6

Procedures for Removal of DBE's Eligibility

TxDOT maintains the TUCP as well as their DBE Program Resources and Annual Update Affidavit, including DBE eligibility removal, on their website:

<https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions/dbe-certification-tucp.html>

Attachment 7

Regulations: 49 CFR part 26

A copy of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, can be requested from the DBELO or be viewed at:

<http://www.gpo.gov/fdsys/pkg/CFR-2010-title49-vol1/pdf/CFR-2010-title49-vol1-part26.pdf>

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0540

The Goodman Corporation Work Authorization No. 12 – Federal Transit Administration (FTA) Recipient Status

This WORK AUTHORIZATION authorizes consultant services to be performed by THE GOODMAN CORPORATION (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in the designation as a FTA Grant Recipient.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall provide the services as outlined in the scope of services below.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$55,000. If tasks or subtasks are determined not to be necessary, TGC will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: The work is scheduled to be completed by March 2024.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of December 14, 2023

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP, ENV SP

Title: Chief Executive Officer

Memorial Heights Redevelopment Authority FTA Recipient Status

Background

November 2023 - The Goodman Corporation (TGC) has developed this scope of services to assist the Memorial Heights Redevelopment Authority in obtaining Federal Transit Administration (FTA) recipient status. A recipient is an entity that is awarded financial assistance directly from FTA to carry out an activity under a federal program. This status will enable the Authority to utilize FTA as an administration mechanism for eligible USDOT/FHWA funded projects (obviating TxDOT process) and the flexibility to pursue certain grant programs available only to FTA recipients. This is specifically relevant now with the Authority potentially set to receive funding from H-GAC for the W. 11th Street Shared Use Path Project, an eligible project for FTA transfer and administration. FTA grantee status will also allow for direct utilization of METRO funding (5310 and otherwise) in the future.

Task 1 – New Recipient Documentation and Facilitation

Description: TGC will coordinate with the Authority and FTA to complete the new recipient process in compliance with the FTA Region 6 New Recipient Handbook. To achieve the new status for Authority, TGC will complete the following tasks:

- Draft initial new recipient request letter providing the following:
 - A description of projects that FTA funding could support.
 - Identification of the type of FTA funds that the Authority will seek.
 - Explanation of the Authority planning, project delivery, and development process.
 - Point of contact and demonstration of capacity to meet regulatory requirements.
- Provide, facilitate, and submit documentation for the following capacity regulatory requirements:
 - Demonstrate Legal Capacity
 - Opinion of Counsel (TGC will coordinate with Authority legal counsel to provide)
 - Authorizing Resolution of the Board
 - An overview of FTA Master Agreement and Annual Certifications and Assurances
 - Demonstrate Financial Management and Capacity
 - Complete Financial Capacity Questionnaire
 - Current Year Operating and Capital Budgets
 - Three Years of Single Audit (A-133) Reports
 - Develop/document, and otherwise address the following policies and procedures, largely using existing documentation and providing a version agreeable to FTA, related to FTA funded projects:
 - Grants Financial Management
 - Procurement
 - Cash Management
 - Budget
 - Accounts Payable

- Payroll Processing
- Period-End Procedures
- Preventive Maintenance
- Project Management
- Maintaining an Infrastructure for the Development of Cost Allocation Plans (CAPS) or Indirect Cost Rate Proposals (ICRPs)
- Accounting for Fuel Utilizations
- Accounting Operations and Finance Operations
- Fixed Assets
- 3-5 Year Financial Plan
- Demonstrate Technical Capacity
 - Technical Capacity Questionnaire
 - Technical Capacity Questionnaire Supporting Documentation
 - Organizational Chart
- Demonstrate Procurement Capacity
 - Procurement policy/procedures in federal and FTA compliance
 - Procurement File Checklist
- Prepare the required Civil Rights Compliance documentation including:
 - Title VI Plan and Required Elements including a Limited English Proficiency analysis
 - EEO Plan (Based on Employee Thresholds and Funding or Exemption justification letter)
 - DBE Program and Goal (or Exemption justification letter)
- Prepare System Access Documentation required submittals including:
 - User Management Access Form for the Transportation Award Management System (TrAMS)
 - Designation of Signature Authority Letter
 - Electronic Clearing House Operation (ECHO) authorization and certification
- Complete SAM registration or verification (or validate status).
- Coordinate and respond to FTA comments, as necessary.
- Coordination with H-GAC, METRO, TxDOT, and other partners.

Deliverable: Documentation as part of the application for New Recipient status as listed above.

Project Schedule

The New Recipient Process typically takes six months to achieve new grantee status. The documentation compilation and drafting as listed in Task 1 will take two to three months to complete, and the FTA review process will take the remaining schedule.

Project Budget

Task 1 progress payments will be provided monthly per the table below. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

Task	Description	Cost
1	New Recipient Documentation and Facilitation	\$55,000
	Total Authorized	\$55,000

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

COMMITTEE APPOINTMENTS

DECEMBER 14, 2023

Finance Committee

- Janice Hale-Harris
- Christopher Manriquez
- Donna McIntosh

Projects Committee

- Bob Stein
- Ann Lents
- Matt Zeve

Long-Term Financial Planning and Investment

- Ann Lents

General Development Guidelines Committee

- Ann Lents
- Janice Hale-Harris
- Christopher Manriquez

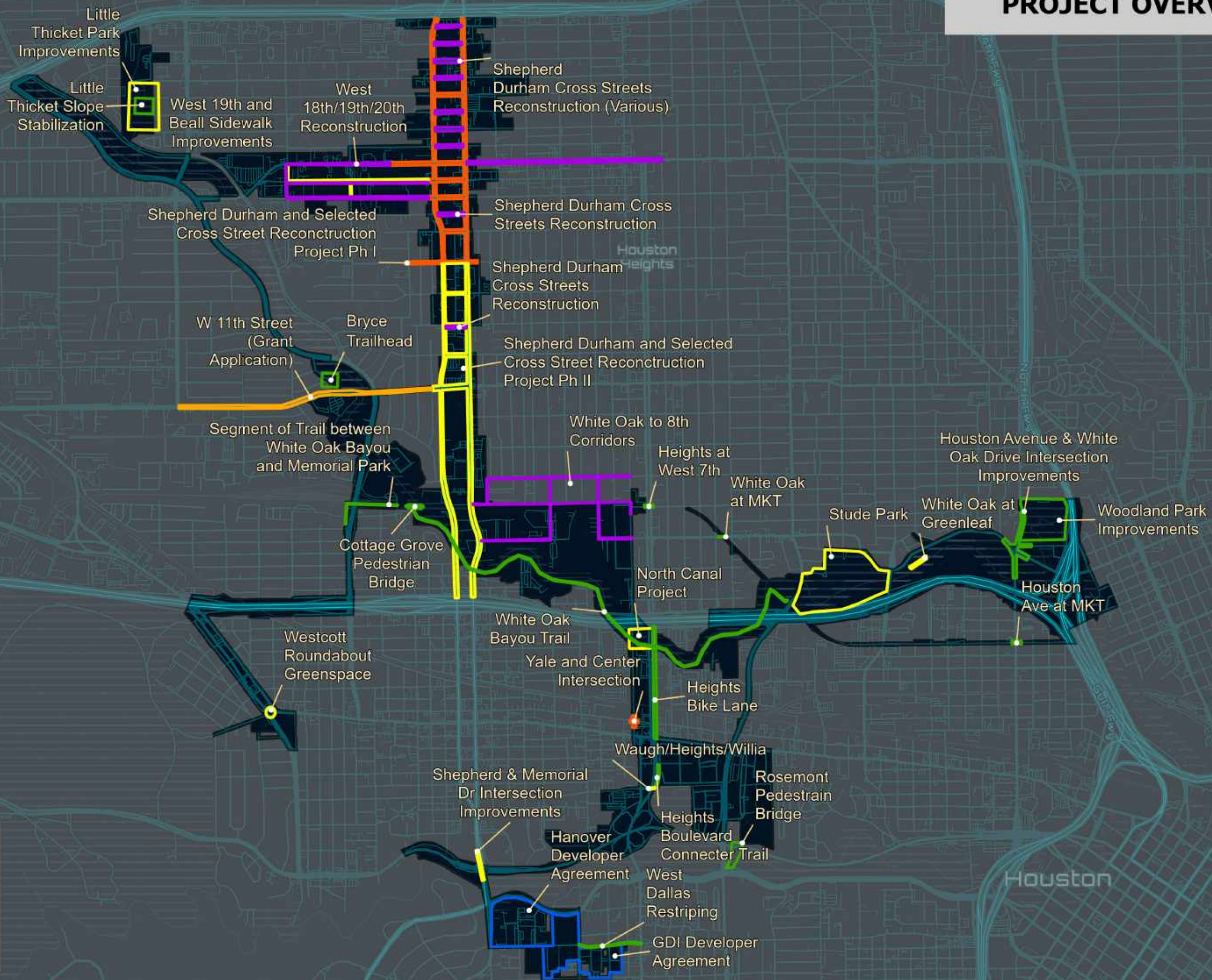
Communications Committee

- Chris Manriquez
- Nikki Knight
- Janice Hale-Harris

PROJECT OVERVIEW MAP

Projects

- ▭ In Construction
- ▭ Design
- ▭ Completed
- ▭ Developer Agreement
- ▭ Grant Application
- ▭ Studies



November 29, 2023

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

Re: Shepherd, Durham, and Selected Cross Streets Reconstruction Project Phase 2 (T-0523A)
Proposal for Professional Services for Final Design for Additional Geotechnical Investigation
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for design phase services in connection with the additional geotechnical investigation requested by Houston Public Works for the Shepherd, Durham, and Selected Cross Streets Reconstruction project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

The scope of work detailed below results from coordination with Houston Public Works (HPW) following the 95% plan submittal for the project. The project understanding and scope of work reflect our current understanding of the agreed upon project. Should details change later, future discussions shall occur to solidify any changes and scope and fee as a result.

Project Understanding

The project will include performance of an additional geotechnical boring for the connection of the proposed 36-inch diversion sanitary sewer to the existing 84-inch sanitary sewer at Durham and West 12th Street as requested by HPW Wastewater Planning and Wastewater Operations to support their regional lift station consolidation efforts.

Based on the above, QE prepared the following scope of services and fee proposal for MHRA's consideration.

Scope of Services

Additional Services to be provided by QE and their subconsultants include:

1. Additional Geotechnical Investigation (Lump Sum)
HVJ Associates shall provide additional geotechnical investigation in accordance with HPW coordination. For a more detailed breakdown of HVJ Associate's scope of work, see Attachment B.

Assumptions

1. This proposal is based on requests from HPW Wastewater Planning and Wastewater Operations to support their regional lift station consolidation plans.



T-0523A Shepherd Durham Work Authorization #10
Page 2
November 29, 2023

2. The design of the Shepherd Durham and Selected Cross Streets Reconstruction project will be based on the requirements of the City of Houston *Infrastructure Design Manual*, dated July 1, 2021. Should the City change any criteria, it would likely result in a change in design scope and request for Additional Services. It is possible this could also impact the recommendations being assumed as part of this proposal and result in additional construction cost.

Schedule

The additional work proposed will require approximately 4 weeks to complete.

Proposed Fee

QE is requesting a lump sum fee of **\$15,233.40** for the services described in this proposal.

Special Considerations

This proposal is based on the following special considerations:

1. Services requested by the MHRA that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates (refer to Attachment C) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1st of each year.
2. Fees do not include sales taxes that may be imposed.
3. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.
4. This proposal shall be valid for sixty days from this date and may be extended upon approval by QE.

QE hopes you will find this proposal to be acceptable and are thankful for the opportunity to continue our working relationship with MHRA. Please feel free to contact the undersigned if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kristen Hennings".

Kristen Hennings, P.E., CFM, LEED® Green Associate
Senior Project Manager
Attachments

A handwritten signature in blue ink that reads "Kristin Landry".

Kristin Landry, P.E.
Senior Project Manager

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

**Project No. T-0523A – Shepherd, Durham, and Selected Cross Streets Reconstruction Project
Work Authorization No. 10 – Final Design for Phase 2 Additional Geotechnical Investigation**

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC, fka JONES | CARTER (the "ENGINEER") pursuant to the Master Agreement for Professional Engineering Services ("AGREEMENT") between the ENGINEER and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall perform an additional boring for the connection of the proposed 36-inch diversion sanitary sewer to the existing 84-inch sanitary sewer at Durham and West 12th Street as requested by Houston Public Works.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Final Design for the project. Additional Services include Geotechnical Investigation.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed amount of \$61,920.00.

Basic Services	\$0.00
Additional Services	\$15,233.40
Reimbursable Expenses	\$0.00
Total	\$15,233.40


- 4.0 PROJECT SCHEDULE: This work will require 4 additional weeks and will be completed with the Shepherd, Durham, and Selected Cross Streets Reconstruction Phase 2 Final Design services.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of _____, 20__.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____
Name: _____
Title: _____


QUIDDITY ENGINEERING, LLC

By: 
Name: Kristen Hennings
Title: Sr. Project Manager

ATTEST: 

Phase 2 Final Design - Additional Geotechnical Investigation

ATTACHMENT A
 Fee Proposal
 T-0523A WA#5 -Shepherd Drive and Durham Drive Reconstruction Project

		Practice Leader	PE V	PE IV	PE III	PE II	PE I	DE II	DE I	Construction Mgr. V	Admin III	GIS Operator III	CAD III	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$260.00	\$240.00	\$225.00	\$195.00	\$170.00	\$150.00	\$130.00	\$110.00	\$195.00	\$105.00	\$145.00	\$100.00				
BASIC SERVICES																	
Task 900 - Additional Services (Lump Sum)																	
1	Additional Geotechnical Investigation (HVJ)(Lump Sum)																
	a Deep Wastewater Boring														\$14,105.00	\$15,233.40	\$15,233.40
																\$0.00	\$0.00
	Total Additional Services																\$15,233.40
	Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0				0
SUBTOTAL BASIC SERVICES AND ADDITIONAL SERVICES - DESIGN		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	\$14,105.00	\$15,233.40	\$15,233.40



Houston	6120 S. Dairy Ashford Rd.
Austin	Houston, TX 77072-1010
Dallas	281.933.7388 Ph
San Antonio	281.933.7293 Fax
	www.hvj.com

November 17, 2023

Ms. Kristen Hennings, P.E.
 Senior Project Manager
 Quiddity
 6330 West Loop South, Suite 150
 Bellaire, Texas 77401

Re: Geotechnical Study
 Shepherd and Durham Drive Reconstruction Phase 2
 From W 15th Street to Interstate 10
 Houston, Texas
 Owner: City of Houston
 HVJ Proposal No. HG1910479.2

Dear Ms. Hennings:

HVJ Associates, Inc. is pleased to submit this supplemental proposal for additional geotechnical services for the above-mentioned project. This proposal outlines our understanding of the scope of the project and presents our approach and our fees for providing the study.

Project Description:

Based on the information provided by Quiddity, we understand that some maintenance/improvement work is planned to be performed on an existing 84-inch diameter sanitary sewer on West 12th Street near Durham Drive. In order to access the existing sewer line and conduct the work, a new manhole needs to be constructed to a depth of about 55 feet. The new manhole is planned to have a diameter of approximately 9 feet.

The purpose of this study is to perform a geotechnical investigation and provide information related with subsurface conditions observed near the existing sanitary sewer. We understand that engineering recommendations will not be part of HVJ's scope of services. This study is planned to be performed in accordance with City of Houston guidelines.

Scope of Work:

The geotechnical investigation will be performed in general accordance with Chapter 11 of the City of Houston Department of Public Works and Engineering Infrastructure Design Manual dated July 2022. As requested, one boring will be drilled near the existing sewer line location to a depth of approximately 70 feet below the existing grade. The boring will be performed near the location of boring U-7, previously drilled by HVJ as part of the geotechnical investigation documented in HVJ's report No. HG1910479.2 dated August 18, 2023. Continuous sampling is planned to be performed from the existing ground surface to the boring termination depth.

Ms. Kristen Hennings, P.E.
HG1910479.2
November 17, 2023

To facilitate the drilling and to obtain information related with the existing pavement section, the pavement will be cored and traffic control is planned to be performed during drilling operations. Groundwater levels will be obtained during drilling operations. In addition, one piezometer is planned to be installed to a depth of about 50 feet to record groundwater levels at 24 hours and at 30 days after the piezometer installation. The piezometer will be abandoned after taking the final water readings. The borehole will be backfilled with cement grout by tremie method to the full depth in accordance with the City guidelines. The pavement will be patched with concrete or asphalt to restore the site. The boring will be used to determine site stratigraphy and to obtain samples for laboratory testing.

Possible laboratory tests to be performed for this project include: moisture content (ASTM D2216); Atterberg Limits (ASTM D4318); minus No. 200 sieve analysis (ASTM D1140); and unconsolidated undrained triaxial (ASTM D2850). The actual type and number of tests to be performed will depend on the soils encountered during the field investigation.

Laboratory testing will be performed in accordance with ASTM standards, or with other well established procedures, where applicable.

Report:

A data report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Boring logs and test data,
- Groundwater conditions and
- Generalized subsurface conditions

We understand that engineering recommendations are not part of HVJ's scope of work for this project.

Schedule:

We expect to complete this assignment in approximately four to six weeks, following our receipt of your written notice to proceed.

Fee:

Based on the scope of work outlined, the estimated fee for our services is \$14,105.00. Detailed cost estimate for the proposed work is attached. This estimate is made with the assumption that the site is accessible to truck mounted drilling equipment. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of project should its duration last less than a month.

Ms. Kristen Hennings, P.E.
HG1910479.2
November 17, 2023

Conditions:

The following conditions have been assumed for the fee proposal:

- Borehole location will be mutually agreed by Quiddity/City of Houston and HVJ.
- Survey information related to soil borings including northing, easting and elevation will be provided by Quiddity.
- Laboratory samples will be held for no more than a period of 3 months after completion of the draft report or 1 month after completion of the final report, whichever is less.

If this proposal meets your approval, please send us a subcontract for our review and execution. HVJ Associates, Inc. is pleased to be of service on this project. Please contact us if you have any questions or require additional information.

Sincerely,

HVJ ASSOCIATES, INC.



Fernando L. Aponte-Rivera, P.E.
Project Manager

FA/AR

GEOTECHNICAL ESTIMATE**Shepherd and Durham Drive Reconstruction - Phase 2 - Supplemental Scope of Services
From W 15th Street to Interstate 10**Client: **Quiddity**

HVJ Proposal No. HG1910479.2

November 17, 2023

TABLE - GEOTECHNICAL BREAKDOWN**Field Exploration (One boring to 70 feet)**

Mobilization/Demobilization (one per project)	1	@	\$400.00	lump sum	\$400.00
Continuous 3-Inch Diameter including borehole logging (0'-70')	70	ft @	\$24.00	per ft	\$1,680.00
Grouting of Completed Boreholes using Tremie Method	20	ft @	\$8.00	per ft	\$160.00
Project Engineer (Field Coordination)	6	hr @	\$133.00	per hour	\$798.00
Field Technician (rig/traffic coordination, utilities, staking etc.)	15	hr @	\$45.00	per hour	\$675.00
Vehicle Trips (staking, utilities, etc.)	15	hr @	\$10.00	per hour	\$150.00
Piezometer Installation (One to 50 feet)	50	ft @	\$18.00	per ft	\$900.00
Piezometer Abandonment (One to 50 feet)	50	ft @	\$16.00	per ft	\$800.00
Manhole Metal Cover for Piezometer	1	@	\$68.00	each	\$68.00
Field Technician (PZ Readings)	6	hr @	\$45.00	per hour	\$270.00
Vehicle Trips (PZ Readings)	6	hr @	\$10.00	per hour	\$60.00
Concrete Coring, Minimum Charge	1	@	\$600.00	lump sum	\$600.00
Reimbursable Expenses (cost +10%) - Traffic Control/day	2	@	\$990.00	day	\$1,980.00
				Subtotal	\$8,541.00

Laboratory Testing

Moisture Content Only (ASTM D-2216)	14	@	\$10.00	each	\$140.00
Liquid and Plastic Limits (Atterberg Limits) (ASTM D-4318)	8	@	\$68.00	each	\$544.00
Amount of Material Fine than No. 200 Sieve (ASTM D-1140)	8	@	\$52.00	each	\$416.00
Unconsolidated Undrained (ASTM D-2850)	8	@	\$69.00	each	\$552.00
				Subtotal	\$1,652.00

Engineering, Report Preparation and Administration

Principal	3	hr @	\$210.00	per hour	\$630.00
Senior Engineer, P.E.	0	hr @	\$170.00	per hour	\$0.00
Project Engineer, PE	10	hr @	\$133.00	per hour	\$1,330.00
Staff Engineer	16	hr @	\$105.00	per hour	\$1,680.00
Support Personnel (Engineering Assistant)	4	hr @	\$68.00	per hour	\$272.00
				Subtotal	\$3,912.00

TOTAL GEOTECHNICAL SERVICES**\$14,105.00**

SCHEDULE OF HOURLY RATES
Effective August 1, 2022

ENGINEERING PERSONNEL

Design Engineer I	\$125
Design Engineer II	\$145
Professional Engineer I	\$170
Professional Engineer II	\$195
Professional Engineer III	\$225
Professional Engineer IV	\$255
Professional Engineer V	\$275
Practice Leader	\$295

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$135
Electrical Design Engineer II	\$155
Electrical Professional Engineer I	\$185
Electrical Professional Engineer II	\$210
Electrical Professional Engineer III	\$240
Electrical Professional Engineer IV	\$270
Electrical Professional Engineer V	\$295

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$125
Construction Manager II	\$145
Construction Manager III	\$170
Construction Manager IV	\$190
Construction Manager V	\$230
Field Project Representative I	\$ 80
Field Project Representative II	\$100
Field Project Representative III	\$120
Specialist Field Project Representative I	\$135
Specialist Field Project Representative II	\$145
Senior Specialist Field Project Representative	\$160

SPECIALIST

Specialist I	\$115
Specialist II	\$145
Specialist III	\$215
Specialist IV	\$250

PLANNING PERSONNEL

Planner I	\$105
Planner II	\$145
Planner III	\$175
Planner Manager	\$250

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 80
CAD II	\$100
CAD III	\$120
Designer I	\$130
Designer II	\$150
Designer III	\$170
GIS I	\$ 95
GIS II	\$130
GIS III	\$160
GIS IV	\$220

SURVEYING PERSONNEL

1-Person Field Crew	\$145
2-Person Field Crew	\$195
3-Person Field Crew	\$240
4-Person Field Crew	\$270
Survey Technician I	\$100
Survey Technician II	\$110
Project Surveyor I	\$105
Project Surveyor II	\$125
Project Surveyor III	\$145
Project Surveyor IV	\$175
Chief of Survey Crews	\$150
Certified Photogrammetrist	\$175
Remote Pilot I	\$ 95
Remote Pilot II	\$130
Remote Pilot III	\$170
Visual Observer	\$ 95
LiDAR Tech	\$105
Aerial Tech	\$ 90
Registered Professional Land Surveyor	\$195
Survey Manager	\$225

OFFICE PERSONNEL

Engineer's Assistant I	\$ 75
Engineer's Assistant II	\$ 85
Engineer's Assistant III	\$ 95
Admin I	\$ 75
Admin II	\$ 95
Admin III	\$125
Accounting Manager	\$130
Corporate/Project Accountant	\$110

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0535 – Waugh Safety Improvements

Work Authorization No. 1 – Final Design Safety Improvements

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC, fka JONES | CARTER (the "ENGINEER") pursuant to the Master Agreement for Professional Engineering Services ("AGREEMENT") between the ENGINEER and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide final design engineering services for the construction of safety improvements at the intersections of Waugh Street at Feagan Street and S. Heights Boulevard at Feagan/Willia Street.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Planning Phase Services for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed amount of \$170,850.00.

Basic Services – Quiddity	\$120,370.00
Additional Services	\$47,980.00
Reimbursable Expenses	\$2,500.00
Total	\$170,850.00

- 4.0 PROJECT SCHEDULE: This work will require 6 months to complete.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of _____, 20__.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

QUIDDITY ENGINEERING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST: _____

December 8, 2023

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

Re: Waugh Safety Improvements Project (T-0535)
Proposal for Professional Services for Final Design
Houston, Texas

Dear Sherry:

Quiddity Engineering (QE) appreciates the opportunity to present this proposal for design, bid, and construction phase services in connection with the Waugh Safety Improvements project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

The scope of work detailed below results from coordination with the City of Houston and TxDOT during the Design Concept Report (DCR) Phase of the project. The project understanding and scope of work reflect our current understanding of the agreed upon project. Should details change later, future discussions shall occur to solidify any changes and scope and fee as a result.

Project Understanding

The project will include the following components:

- Construction curb extensions on the existing roadway pavement along Waugh Street and Heights Boulevard
- Restriping to provide clear pathways for pedestrians through the intersections of:
 - Waugh Street at Feagan Street
 - S. Heights Boulevard at Feagan/Willia Street
- Installation of new traffic and pedestrian signals at the intersections of:
 - Waugh Street at Feagan Street
 - S. Heights Boulevard at Feagan/Willia Street

Based on the above, QE prepared the following scope of services and fee proposal for MHRA's consideration.

Scope of Services

Basic Services to be provided by QE and their subconsultants include:

1. General Project Management
QE will provide project administration, including management of the project team, budget, and schedule and preparation/submission of monthly invoices.



MHRA Waugh Safety Improvements (T-0535)

Page 2

December 8, 2023

2. Data Collection

Records Requests – Request, compile, and review existing City of Houston public utility record drawings and CenterPoint Energy, AT&T, and other pertinent private utility record drawings. Conduct a site visit to collect pertinent first-hand knowledge of the land, its condition, context, adjacent land uses, and access needs; assess electrical conditions; review survey data; and confirm conditions/proposed features during design.

3. Prepare Design Plan Set (60%, 90%, 100%)

Civil Design – Based on City, MHRA, and design team coordination efforts, QE will design the proposed pedestrian safety improvements (curb extensions crosswalks, ramps, signing, striping, etc.) within the existing rights-of-way and utilizing the existing roadway pavement. The plan set will include traffic control plans and stormwater pollution prevention plans.

4. Prepare Estimations of Construction Costs (60%, 90%, 100%)

An estimate of construction cost will also be provided at each submittal stage.

5. Prepare Project Specifications (60%, 90%, 100%)

The bid schedule and specifications for all disciplines will be included in the project manual, which will be provided to MHRA at the 60% and 90% submittal stages for review and finalized as part of the bid-ready construction documents along with the permitted plans.

6. Internal QC Review (60%, 90%, 100%)

Quality Control reviews shall be performed by each discipline at each stage of submittal.

7. Constructability Review (60%, 90%)

QE's construction manager will provide a constructability review on the plan documents at the 60% and 90% stages.

8. Design Review Submittals to MHRA and HPW (60%, 90%, 100%)

Package and submit plans for review. Coordinate, receive, and respond to comments.

9. Construction Duration Calculations

At the 90% and 100% phase, construction duration calculations shall be performed to determine the contract duration to be used in the bid documents.

10. Utility Company Approvals

Once final comments are received and addressed, QE will issue the final bid-ready plans for private utility signatures.

11. HPW Approvals

Once final comments are received and addressed, QE will issue the final bid-ready plans for City



MHRA Waugh Safety Improvements (T-0535)

Page 3

December 8, 2023

signatures.

A detailed breakdown of the level of effort to complete these services is provided in Attachment A.

Additional Services to be provided by J|C and their subconsultants include:

1. Traffic Signal Design (Lump Sum)

Proposed Traffic Signal Design – QE will prepare traffic signal plans to install new traffic signals for the project in accordance with City standards and specifications. The traffic signal design plans will include existing conditions layout, pedestrian ramps layout, proposed traffic signal layout, traffic signal pole schedule, cable schematic, traffic signal general notes, applicable agency standard detail sheets, and summary of traffic signal quantities.

2. Surveying (Hourly)

The surveying work for this project includes deed research to find the adjoining deeds where the future improvement will be located, or the tracts located adjacent to the improvements. QE will utilize Harris County Floodplain Reference marks for the basis of the vertical datum, which is related to the FEMA FIRM. Coordinates will be based on the Texas Coordinate System NAD 83, South Central Zone. QE will set at a minimum three (3) horizontal control points and two (2) temporary benchmarks for future construction control. This project has a small amount of sidewalk to locate along with a street intersection. QE will complete a topographic survey along this route which will be bounded by the back of curb and go into the adjacent tract 30 feet where access is permitted. QE will obtain elevations at 50-foot intervals and locate all utilities (QE will perform a ONE-CALL Utility locate before work commences) and structures in this route. Because of high traffic and safety concerns, data within the intersection data will be obtained using a laser scanner. QE will produce an AutoCAD drawing to meet the City of Houston Standards.

Reimbursable Expenses

1. TLDR Review & Inspection

Texas Accessibility Standards (TAS) review and inspection services will be provided in addition to hourly consulting services related to TAS compliance as requested.

2. Repro/Mileage/Parking Expenses

Expenses for the project include mileage costs, printing costs, parking fees, and City plan review fees.

Assumptions

1. This proposal is based on the recommendations made in the final DCR. Deviations from the DCR may require revisions to QE's scope and fees or Additional Services.



MHRA Waugh Safety Improvements (T-0535)

Page 4

December 8, 2023

2. The design of the Pedestrian Improvements Shepherd Memorial project will be based on the requirements of the City of Houston *Infrastructure Design Manual*, dated November 27, 2023. Should the City change any criteria, it would likely result in a change in design scope and request for Additional Services. It is possible this could also impact the recommendations being assumed as part of this proposal and result in additional construction cost.

Schedule

QE understands there is an aggressive schedule for the project to complete the design phase in six (6) months. QE will prepare a project schedule showing the tasks/milestone dates that need to be met to meet MHRA's scheduling needs.

Proposed Fee

QE is requesting a lump sum fee of **\$170,850.00** for the Final design and bid phase services described in this proposal.

Invoices will be submitted by QE monthly on a percentage of completion basis and the full amount will be due and payable to QE upon receipt. If the MHRA objects to all or any portion of an invoice, MHRA will notify QE in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. MHRA will pay an additional charge of 0.75% of the invoiced amount per month for any payment received by QE more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the MHRA. Payment thereafter will be first applied to accrued interest and then to the principal unpaid amount. In the event of a conflict between this agreement and the PSA, the PSA governs.

Special Considerations

This proposal is based on the following special considerations:

1. Services requested by the MHRA that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates (refer to Attachment C) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1st of each year.
2. Fees do not include sales taxes that may be imposed.
3. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.
4. This proposal shall be valid for sixty days from this date and may be extended upon approval by QE.



MHRA Waugh Safety Improvements (T-0535)

Page 5

December 8, 2023


QE hopes you will find this proposal to be acceptable and are thankful for the opportunity to continue our working relationship with MHRA. Please feel free to contact the undersigned if you have any questions.

Sincerely,

Kristen Hennings, P.E., CFM, LEED® Green Associate
Senior Project Manager

Kristin Landry, P.E.
Senior Project Manager

Attachments

		Practice Leader	PEV	PEIV	PEIII	PEII	PEI	DEII	DEI	Construction MV	Eng Assistant II	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$295.00	\$275.00	\$255.00	\$225.00	\$195.00	\$170.00	\$145.00	\$125.00	\$230.00	\$85.00	\$125.00						
BASIC SERVICES																		
Task 200 - Final Design Phase Services																		
1	Project Management and Coordination			6	12							6		\$4,980			\$0.00	\$4,980.00
2	Data Collection				1		2		4					\$1,065			\$0.00	\$1,065.00
3	Prepare Design Plan Set (60%, 90%, 100%)																	
a	Cover Sheet			1	2		4		8					\$2,385			\$0.00	\$2,385.00
b	Index of Sheets			1	2		8							\$2,065			\$0.00	\$2,065.00
c	General Notes			1	2		2		8					\$2,045			\$0.00	\$2,045.00
d	Overall Layout Sheet			1	2		4		8					\$2,385			\$0.00	\$2,385.00
e	Survey Control Map			1	2		2		4					\$1,545			\$0.00	\$1,545.00
f	Swing Ties			1	2		2		4					\$1,545			\$0.00	\$1,545.00
g	Demolition Plans (1 sheet)			1	2		4		6					\$2,135			\$0.00	\$2,135.00
h	Intersection Layouts (3 sheets)			1	12		24		48					\$13,035			\$0.00	\$13,035.00
i	Standard Details - Paving			1	2		2		4					\$1,545			\$0.00	\$1,545.00
j	Miscellaneous Details			1	2		2		4					\$1,545			\$0.00	\$1,545.00
k	Proposed Signing & Pavement Marking Plans (1 sheet)			1	2		6		12					\$3,225			\$0.00	\$3,225.00
l	Signing & Pavement Marking Details			1	2		2		4					\$1,545			\$0.00	\$1,545.00
m	Traffic Control Plan			1	4		8		24					\$5,515			\$0.00	\$5,515.00
n	Traffic Control Details			1	2		2		4					\$1,545			\$0.00	\$1,545.00
o	Storm Water Pollution Prevention Plan			1	2		4		4					\$1,885			\$0.00	\$1,885.00
p	Storm Water Pollution Prevention Details			1	2		2							\$1,045			\$0.00	\$1,045.00
4	Prepare Estimations of Construction Costs (60%, 90%, 100%)																	
a	60% Estimate			2	4		12		24					\$6,450			\$0.00	\$6,450.00
b	90% Estimate			2	4		12		24					\$6,450			\$0.00	\$6,450.00
c	100% Estimate			1	2		8		12					\$3,565			\$0.00	\$3,565.00
5	Prepare Project Specifications (60%, 90%, 100%)																	
a	60% Submittal			8	6		4							\$4,070			\$0.00	\$4,070.00
b	90% Submittal			12	16		20		12					\$11,560			\$0.00	\$11,560.00
c	100% Submittal			2	6		8		8					\$4,220			\$0.00	\$4,220.00
6	Internal QC Review (60%, 90%, 100%)																	
a	60% Review			8	8		4							\$4,520			\$0.00	\$4,520.00
b	90% Review			8	8		4							\$4,520			\$0.00	\$4,520.00
c	100% Review			2	2		2							\$1,300			\$0.00	\$1,300.00
7	Constructability Review (60%, 90%)																	
a	60% Review									4				\$920			\$0.00	\$920.00
b	90% Review									4				\$920			\$0.00	\$920.00
8	Design Review Submittals to MHRA and HPW (60%, 90%, 100%)																	
a	60% Review			2	8		16							\$5,030			\$0.00	\$5,030.00
b	90% Review			2	8		16							\$5,030			\$0.00	\$5,030.00
c	100% Review			2	8		16							\$5,030			\$0.00	\$5,030.00
9	Construction Duration Calculations			2	4					2				\$1,870			\$0.00	\$1,870.00
10	Utility Company Approvals						8							\$1,360			\$0.00	\$1,360.00
11	HPW Approval			2	2		8							\$2,320			\$0.00	\$2,320.00
														\$0			\$0.00	\$0.00
Task 400 - Additional Engineering Services																		
1	Traffic Signal Design (QE) (Lump sum)		16		32		64		128					\$38,480			\$0.00	\$38,480.00
2														\$0			\$0.00	\$0.00
3														\$0			\$0.00	\$0.00
																		\$0.00
Task 500 - Surveying Services																		
1	Topo or Boundary Survey *Enter Price as Subconsultant Fee														\$9,500.00		\$9,500.00	\$9,500.00


		Practice Leader	PEV	PEIV	PEIII	PEII	PEI	DEII	DEI	Construction MV	Eng Assistant II	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$295.00	\$275.00	\$255.00	\$225.00	\$195.00	\$170.00	\$145.00	\$125.00	\$230.00	\$85.00	\$125.00						
2	Metes and Bounds *Enter Price as Subconsultant Fee																\$0.00	\$0.00
3	Construction Staking *Enter Price as Subconsultant Fee																\$0.00	\$0.00
4	Easement Preparation *Enter Prices as Subconsultant Fee																\$0.00	\$0.00
5																	\$0.00	\$0.00
Task 800 - Reimbursable Expenses																		
1	TDLR Review & Inspection														\$2,500.00		\$2,700.00	\$2,700.00
2	Repro/Mileage/Plan Approval Expenses																\$0.00	\$0.00
3																	\$0.00	\$0.00
4																	\$0.00	\$0.00
Task 900 - Miscellaneous Engineering Services																		
1														\$0			\$0.00	\$0.00
2														\$0			\$0.00	\$0.00
3														\$0			\$0.00	\$0.00
4														\$0			\$0.00	\$0.00
Hours Subtotal		0	16	77	175	0	282	0	354	10	0	6						
SUBTOTAL BASIC SERVICES		\$ -	\$ 4,400	\$ 19,635	\$ 39,375	\$ -	\$ 47,940	\$ -	\$ 44,250	\$ 2,300	\$ -	\$ 750		\$158,650	\$12,000.00	\$0.00	\$12,200.00	\$170,850.00

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0510 – Pedestrian Improvements Shepherd at Memorial

Work Authorization No. 1 – Final Design Safety Improvements

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC, fka JONES | CARTER (the "ENGINEER") pursuant to the Master Agreement for Professional Engineering Services ("AGREEMENT") between the ENGINEER and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide final design engineering services for the construction of safety improvements at the intersection of Shepherd and Memorial Drives.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Planning Phase Services for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed amount of \$139,605.00.

Basic Services – Quiddity	\$99,440.00
Additional Services	\$37,465.00
Reimbursable Expenses	\$2,700.00
Total	\$139,605.00

- 4.0 PROJECT SCHEDULE: This work will require 6 months to complete.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of _____, 20__.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

QUIDDITY ENGINEERING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST: _____

December 8, 2023

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

Re: Pedestrian Improvements Shepherd at Memorial Project (T-0510)
Proposal for Professional Services for Final Design
Houston, Texas

Dear Sherry:

Quiddity Engineering (QE) appreciates the opportunity to present this proposal for design, bid, and construction phase services in connection with the Pedestrian Improvements Shepherd at Memorial project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

The scope of work detailed below results from coordination with the City of Houston and TxDOT during the Design Concept Report (DCR) Phase of the project. The project understanding and scope of work reflect our current understanding of the agreed upon project. Should details change later, future discussions shall occur to solidify any changes and scope and fee as a result.

Project Understanding

The project will include the following components:

- Construction new sidewalks and pedestrian ramps:
 - Shepherd Drive from the METRO bus stop across Memorial Drive
 - Memorial Drive along the north right-of-way between St. Thomas High School and Sandman Street
- Restriping to provide clear pathways for pedestrians through the intersection of Shepherd Drive and Memorial Drive.
- Connections to the Buffalo Bayou Trail to/from the Shepherd corridor.
- Modification of the existing traffic and pedestrian signals in the Shepherd Drive at Memorial Drive intersection.

Based on the above, QE prepared the following scope of services and fee proposal for MHRA's consideration.

Scope of Services

Basic Services to be provided by QE and their subconsultants include:

1. General Project Management
QE will provide project administration, including management of the project team, budget, and schedule and preparation/submission of monthly invoices.



MHRA Pedestrian Improvements Shepherd at Memorial (T-0510)

Page 2

December 8, 2023

2. Data Collection

Records Requests – Request, compile, and review existing City of Houston public utility record drawings and CenterPoint Energy, AT&T, and other pertinent private utility record drawings. Conduct a site visit to collect pertinent first-hand knowledge of the land, its condition, context, adjacent land uses, and access needs; assess electrical conditions; review survey data; and confirm conditions/proposed features during design.

3. Prepare Design Plan Set (60%, 90%, 100%)

Civil Design – Based on City, MHRA, and design team coordination efforts, QE will design the proposed pedestrian safety improvements (sidewalks, crosswalks, ramps, signing, striping, etc.) within the existing rights-of-way and utilizing the existing roadway pavement. The plan set will include traffic control plans and stormwater pollution prevention plans.

4. Prepare Estimations of Construction Costs (60%, 90%, 100%)

An estimate of construction cost will also be provided at each submittal stage.

5. Prepare Project Specifications (60%, 90%, 100%)

The bid schedule and specifications for all disciplines will be included in the project manual, which will be provided to MHRA at the 60% and 90% submittal stages for review and finalized as part of the bid-ready construction documents along with the permitted plans.

6. Internal QC Review (60%, 90%, 100%)

Quality Control reviews shall be performed by each discipline at each stage of submittal.

7. Constructability Review (60%, 90%)

QE's construction manager will provide a constructability review on the plan documents at the 60% and 90% stages.

8. Design Review Submittals to MHRA and HPW (60%, 90%, 100%)

Package and submit plans for review. Coordinate, receive, and respond to comments.

9. Construction Duration Calculations

At the 90% and 100% phase, construction duration calculations shall be performed to determine the contract duration to be used in the bid documents.

10. Utility Company Approvals

Once final comments are received and addressed, QE will issue the final bid-ready plans for private utility signatures.

11. HPW Approvals

Once final comments are received and addressed, QE will issue the final bid-ready plans for City



MHRA Pedestrian Improvements Shepherd at Memorial (T-0510)

Page 3

December 8, 2023

signatures.

A detailed breakdown of the level of effort to complete these services is provided in Attachment A.

Additional Services to be provided by J|C and their subconsultants include:

1. Traffic Signal Modifications (Lump Sum)

Proposed Traffic Signal Modifications Design – QE will prepare traffic signal plans to modify the existing traffic signal for the project to add pedestrian poles, pedestrian signal heads and Accessible Pedestrian Signal (APS) push buttons in accordance with City standards and specifications. The existing traffic signal poles and mast arms shall remain in place. The traffic signal design plans will include existing conditions layout, pedestrian ramps layout, proposed traffic signal layout, traffic signal pole schedule, cable schematic, traffic signal general notes, applicable agency standard detail sheets, and summary of traffic signal quantities.

2. Surveying (Hourly)

The surveying work for this project includes deed research to find the adjoining deeds where the future improvement will be located, or the tracts located adjacent to the improvements. QE will utilize Harris County Floodplain Reference marks for the basis of the vertical datum, which is related to the FEMA FIRM. Coordinates will be based on the Texas Coordinate System NAD 83, South Central Zone. QE will set at a minimum of three (3) horizontal control points and two (2) temporary benchmarks for future construction control. This project has approximately 1,150 linear feet of proposed sidewalk improvements, QE will complete a topographic survey along this route which will be bounded by the back of curb and go into the adjacent tract 30 feet where access is permitted. QE will obtain elevations at 50-foot intervals and locate all utilities (QE will perform a ONE-CALL Utility locate, before work commences) and structures in this route, no depths of utilities will be obtained. QE will locate all trees 6" diameter or larger. Because of high traffic and safety concerns, data including sidewalks and wheelchair ramps crossing esplanades and streets will be obtained using a laser scanner. This scanning includes the area crossing the bayou. QE will produce an AutoCAD drawing and survey control maps that meet the City of Houston Standards.

Reimbursable Expenses

1. TLDR Review & Inspection

Texas Accessibility Standards (TAS) review and inspection services will be provided in addition to hourly consulting services related to TAS compliance as requested.

2. Repro/Mileage/Parking Expenses

Expenses for the project include mileage costs, printing costs, parking fees, and City plan review fees.



MHRA Pedestrian Improvements Shepherd at Memorial (T-0510)

Page 4

December 8, 2023

Assumptions

1. This proposal is based on the recommendations made in the final DCR. Deviations from the DCR may require revisions to QE's scope and fees or Additional Services.
2. The design of the Pedestrian Improvements Shepherd Memorial project will be based on the requirements of the City of Houston *Infrastructure Design Manual*, dated November 27, 2023. Should the City change any criteria, it would likely result in a change in design scope and request for Additional Services. It is possible this could also impact the recommendations being assumed as part of this proposal and result in additional construction cost.

Schedule

QE understands there is an aggressive schedule for the project to complete the design phase in six (6) months. QE will prepare a project schedule showing the tasks/milestone dates that need to be met to meet MHRA's scheduling needs.

Proposed Fee

QE is requesting a lump sum fee of **\$139,605.00** for the Final design and bid phase services described in this proposal.

Invoices will be submitted by QE monthly on a percentage of completion basis and the full amount will be due and payable to QE upon receipt. If the MHRA objects to all or any portion of an invoice, MHRA will notify QE in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. MHRA will pay an additional charge of 0.75% of the invoiced amount per month for any payment received by QE more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the MHRA. Payment thereafter will be first applied to accrued interest and then to the principal unpaid amount. In the event of a conflict between this agreement and the PSA, the PSA governs.

Special Considerations

This proposal is based on the following special considerations:

1. Services requested by the MHRA that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates (refer to Attachment C) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1st of each year.
2. Fees do not include sales taxes that may be imposed.



MHRA Pedestrian Improvements Shepherd at Memorial (T-0510)

Page 5

December 8, 2023

3. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.
4. This proposal shall be valid for sixty days from this date and may be extended upon approval by QE.


QE hopes you will find this proposal to be acceptable and are thankful for the opportunity to continue our working relationship with MHRA. Please feel free to contact the undersigned if you have any questions.


Sincerely,

Kristen Hennings, P.E., CFM, LEED® Green Associate
Senior Project Manager

Kristin Landry, P.E.
Senior Project Manager

Attachments

		Practice Leader	PEV	PEIV	PEIII	PEII	PEI	DEII	DEI	Construction MV	Eng Assistant II	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$295.00	\$275.00	\$255.00	\$225.00	\$195.00	\$170.00	\$145.00	\$125.00	\$230.00	\$85.00	\$125.00						
BASIC SERVICES																		
Task 200 - Final Design Phase Services																		
1	Project Management and Coordination			6	12							6		\$4,980			\$0.00	\$4,980.00
2	Data Collection				1		2		4					\$1,065			\$0.00	\$1,065.00
3	Prepare Design Plan Set (60%, 90%, 100%)																	
a	Cover Sheet			1	2		4		8					\$2,385			\$0.00	\$2,385.00
b	Index of Sheets			1	2		8							\$2,065			\$0.00	\$2,065.00
c	General Notes			1	2		2		4					\$1,545			\$0.00	\$1,545.00
d	Overall Layout Sheet			1	2		4		8					\$2,385			\$0.00	\$2,385.00
e	Survey Control Map				1		2		4					\$1,065			\$0.00	\$1,065.00
f	Swing Ties				1		2		4					\$1,065			\$0.00	\$1,065.00
g	Demolition Plans (1 sheet)				1		4		6					\$1,655			\$0.00	\$1,655.00
h	Intersection Layouts (1 sheet)				1		4		8					\$1,905			\$0.00	\$1,905.00
i	Standard Details - Paving				1		2		4					\$1,065			\$0.00	\$1,065.00
j	Miscellaneous Details				1		2		4					\$1,065			\$0.00	\$1,065.00
k	Proposed Signing & Pavement Marking Plans (1 sheet)			1	2		6		12					\$3,225			\$0.00	\$3,225.00
l	Signing & Pavement Marking Details				1		2		4					\$1,065			\$0.00	\$1,065.00
m	Traffic Control Plan			1	4		8		24					\$5,515			\$0.00	\$5,515.00
n	Traffic Control Details				1		2		4					\$1,065			\$0.00	\$1,065.00
o	Storm Water Pollution Prevention Plan			1	2		4		4					\$1,885			\$0.00	\$1,885.00
p	Storm Water Pollution Prevention Details				1		2							\$565			\$0.00	\$565.00
4	Prepare Estimations of Construction Costs (60%, 90%, 100%)																	
a	60% Estimate			1	4		12		24					\$6,195			\$0.00	\$6,195.00
b	90% Estimate			1	4		12		24					\$6,195			\$0.00	\$6,195.00
c	100% Estimate			1	2		8		12					\$3,565			\$0.00	\$3,565.00
5	Prepare Project Specifications (60%, 90%, 100%)																	
a	60% Submittal			4	6		4							\$3,050			\$0.00	\$3,050.00
b	90% Submittal			8	12		16		12					\$8,960			\$0.00	\$8,960.00
c	100% Submittal			2	6		8		8					\$4,220			\$0.00	\$4,220.00
6	Internal QC Review (60%, 90%, 100%)																	
a	60% Review			8	8		4							\$4,520			\$0.00	\$4,520.00
b	90% Review			8	8		4							\$4,520			\$0.00	\$4,520.00
c	100% Review			2	2		2							\$1,300			\$0.00	\$1,300.00
7	Constructability Review (60%, 90%)																	
a	60% Review									4				\$920			\$0.00	\$920.00
b	90% Review									4				\$920			\$0.00	\$920.00
8	Design Review Submittals to MHRA and HPW (60%, 90%, 100%)																	
a	60% Review			2	8		16							\$5,030			\$0.00	\$5,030.00
b	90% Review			2	8		16							\$5,030			\$0.00	\$5,030.00
c	100% Review			2	8		16							\$5,030			\$0.00	\$5,030.00
9	Construction Duration Calculations			2	2					2				\$1,420			\$0.00	\$1,420.00
10	Utility Company Approvals						8							\$1,360			\$0.00	\$1,360.00
11	HPW Approval			2	2		4							\$1,640			\$0.00	\$1,640.00
														\$0			\$0.00	\$0.00
Task 400 - Additional Engineering Services																		
1	Traffic Signal Modification (QE) (Lump Sum)		8		16		32		64					\$19,240			\$0.00	\$19,240.00
2														\$0			\$0.00	\$0.00
3														\$0			\$0.00	\$0.00
																		\$0.00
Task 500 - Surveying Services																		
1	Topo or Boundary Survey *Enter Price as Subconsultant Fee														\$18,225.00		\$18,225.00	\$18,225.00

		Practice Leader	PEV	PEIV	PEIII	PEII	PEI	DEII	DEI	Construction MV	Eng Assistant II	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$295.00	\$275.00	\$255.00	\$225.00	\$195.00	\$170.00	\$145.00	\$125.00	\$230.00	\$85.00	\$125.00						
2	Metes and Bounds *Enter Price as Subconsultant Fee																\$0.00	\$0.00
3	Construction Staking *Enter Price as Subconsultant Fee																\$0.00	\$0.00
4	Easement Preparation *Enter Prices as Subconsultant Fee																\$0.00	\$0.00
5																	\$0.00	\$0.00
Task 800 - Reimbursable Expenses																		
1	TDLR Review & Inspection														\$2,500.00		\$2,700.00	\$2,700.00
2	Repro/Mileage/Plan Approval Expenses																\$0.00	\$0.00
3																	\$0.00	\$0.00
4																	\$0.00	\$0.00
Task 900 - Miscellaneous Engineering Services																		
1														\$0			\$0.00	\$0.00
2														\$0			\$0.00	\$0.00
3														\$0			\$0.00	\$0.00
4														\$0			\$0.00	\$0.00
Hours Subtotal		0	8	58	134	0	222	0	246	10	0	6						
SUBTOTAL BASIC SERVICES		\$ -	\$ 2,200	\$ 14,790	\$ 30,150	\$ -	\$ 37,740	\$ -	\$ 30,750	\$ 2,300	\$ -	\$ 750		\$118,680	\$20,725.00	\$0.00	\$20,925.00	\$139,605.00