



HOUSTON SOUTHEAST

THE GREATER SOUTHEAST MANAGEMENT DISTRICT MEETING OF THE BOARD OF DIRECTORS

<https://gsmd.zoom.us/86204074275>

Meeting ID: 862 0407 4275 Passcode: 120928 Dial-In: 1-346-248-7799

WEDNESDAY, DECEMBER 14, 2022

12:00 P.M.

At the Children's Museum Houston, 2nd Floor Duncan Board Room,
1500 Binz
Houston, TX 77004



5445 Almeda Rd., Suite 503, Houston, Texas 77004 • 713-942-0500 (P) • programs@houstonse.org (E)

TO: THE BOARD OF DIRECTORS OF THE GREATER SOUTHEAST MANAGEMENT DISTRICT AND TO ALL OTHER INTERESTED PARTIES

Notice is hereby given that the Board of Directors of the Greater Southeast Management District (the "District") will hold a regular meeting, open to the public on **Wednesday, December 14, 2022, at 12:00 p.m.** at the Children's Museum Houston, Duncan Board Room, 1500 Binz, Houston, TX 77004 and online at the following link: <https://gsmd.zoom.us/j/86204074275> **Meeting ID: 862 0407 4275 Passcode: 120928 Dial-In: 1-346-248-7799** For an electronic copy of agenda documents, please refer to the following link: <https://houstonse.org/about/agenda-minutes-2/>. The Board of Directors of the District will (i) consider, present, and discuss orders, resolutions, or motions; (ii) adopt, approve and ratify such orders, resolutions or motions; and (iii) take other actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order
2. Public Comments
3. Approve Minutes from Previous Board of Directors' Meeting
4. Receive Interim General Manager's Status Report on Administrative Services and Program Services
5. Receive District Administration Services
 - a. Receive Assessment Collection Report
6. Receive Updates and Recommendations from the Budget & Finance Committee:
 - a. Receive Financial Reports for the period ended October 31, 2022.
 - b. Consider Recurring and Non-Recurring expenses for the period ended October 31, 2022
 - c. Receive and Consider FY2023 Budget
 - d. Consider an Agreement with McConnell Jones LLP for Professional Accounting Services.
7. Receive Updates and Recommendations from the Governance Committee:
 - a. Receive update and consider a Resolution Decreasing the Number of Directors on the Board from Seventeen to Fifteen
 - b. Consider New and Reappointments on the Board of Directors; and authorize submission of slate of appointments and reappointments to the City of Houston
 - c. Consider scheduling Board Retreat in February 2023
8. Receive Updates and Recommendations from District Administrative Policies & Procedures Committee:

Consider updates to Section 9 to 11 of the Administrative Policies and Procedures Manual related to the Board of Directors
9. Receive Updates and Recommendations from District Services and Improvements:
 - a. Consider an Agreement, Scope of Work and Not-to-Exceed Amount with Sergeant Franklin Gans to provide Enhanced Public Safety Coordinator Services.
 - b. Consider applying for the Affordable Connectivity Outreach Grant Program in Partnership with Neighborhood Recovery Community Development Corporation.
 - c. Consider an Agreement, Scope of Work and Not-to-Exceed Amount with The Goodman Corporation to provide Professional Grant Administration, Planning Coordination and Fund Development Services.
 - d. Consider additional Scope of Work and Not-to-Exceed Amount with the Goodman Corporation related to the Design Phase Services and limited Construction Phase Services for the Highway Safety Improvement Program (HSIP) funded by the Almeda Safety Improvement Project.
 - e. Consider an Interlocal Agreement, Scope of Work and Not-to-Exceed Amount with the City of Houston for the Museum Park Parking Benefit District.
 - f. Consider a Local Match Commitment and Not-to-Exceed Amount for the Transportation Alternatives Planning Grant for the Columbia Tap Trail Access and Safety Study.
 - g. Consider an Agreement, Scope of Work and Not-to-Exceed Amount with Tolar Manufacturing for Phase II Implementation of the Custom Bus Shelter Project.
 - h. Consider an Interlocal Agreement, Scope of Work and Not-to-Exceed Amount with Near Northwest Management District, St. George Place Redevelopment Authority and Memorial Heights Redevelopment Authority for the Highway Safety Improvements Project - Off-System Project
 - i. Consider an Agreement, Scope of Work and Not-to-Exceed Amount with Smartsclaping related to the Heavy Trash Abatement services along the perimeter of the District, along Economic Development Corridors and at strategic gateways

*Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's office at (713) 942-0500 at least three business days prior to the meeting so that the appropriate arrangements can be made. The Board will conduct an in-person meeting at its physical meeting location. As an accommodation during the current levels of transmission during this COVID-19 virus epidemic emergency, the Board is making available a Zoom teleconference and/or videoconference option for members of the public to participate and to address the Board. Members of the Board may participate by videoconference in accordance with requirements of the Texas Open Meetings Act, provided a quorum of the Board meets in person. Pursuant to V.T.C.A Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.

- j. Consider additional Scope of Work and Not-to-Exceed Amount with the Busy Bee Creatives LLC, related to the development and implementation of an Anti-Dumping Campaign funded by the Houston-Galveston Area Council Solid Waste Grant.
 - k. Consider a Local Match Commitment and Not-to-Exceed Amount for the Brays Bayou Safe Crossings Off-System Highway Safety Improvement Program Grant.
 - l. Consider a Request for Proposals for Banner Design, Fabrication, and Installation Project
 - m. Consider additional Scope of Work and Not-to-Exceed Amount with SWA Group for the District-Wide Gateway Monumentation Project
 - n. Consider additional Scope of Work and Not-to-Exceed Amount for Martin Construction Management and Designs to provide additional Project Development and Management Services
10. Receive Updates and Recommendations from the Personnel Committee:
Staffing Structure
11. Next Meeting Date: **Wednesday, January 11, 2023.**
12. Adjournment

Jerry Davis

Hawes Hill & Associates LLP, Interim General Manager

**GREATER SOUTHEAST MANAGEMENT DISTRICT
MINUTES OF A MEETING OF THE BOARD OF DIRECTORS**

NOVEMBER 9, 2022

I. CALL TO ORDER

A regular meeting of the Board of Directors, of the Greater Southeast Management District (“District”) was held on **Wednesday, November 9, 2022, at 12:00 p.m.** at the Children’s Museum Houston, Duncan Board Room, 1500 Binz, Houston, TX 77004. via at the following link: <https://us06web.zoom.us/j/81185153206?pwd=bEhQTGxWdTbhOTIFZlq0c1ByeIMwQT09>. The roll was called off the duly appointed members of The Board of Directors, to-wit:

<u>Position #</u>	<u>Board Members</u>	<u>Position #</u>	<u>Board Members</u>
1	Alan D. Bergeron	10	Cydonii Miles
2	Sharone Mayberry	11	Vacant
3	Jonathan Howard	12	Chris Hageney
4	Hexser Holliday III	13	Dr. Teddy A. McDavid
5	Charic Daniels Jellins	14	Brian G. Smith
6	Vacant	15	Dr. Abdul Muhammad
7	Rickey Jimenez	16	Karen Carter Richards
8	Vacant	17	Janice Sibley-Reid
9	Vacant		

It was determined that all members of the Board of Directors were present except for Director A. Muhammad, Janice Sibley Reid, Sharone Mayberry and Chris Hageney. Other in person attendance were, Jennifer Landreville, Jim Webb, Oletha Miller Jacobs, Jerry Davis, Nicole Knight, and Clark Lord and those attending virtually were David Hawes, Michael Mauer, Zachery Martin, Lynette Bratton, Maratha Failing, and Sgt Frank Gans.

II. PUBLIC COMMENTS

Chair Brian Smith turned to the receipt of public comments.

Director McDavid, on behalf of the Old Spanish Trail Community Partnership, gave a brief update on the activities in the OST area. The Board recommended to move agenda item #6a.

III. DISTRICT ADMINISTRATION

Chair Smith called for the Assessor Collection Report.

a. The Board of Directors received the Assessor Collection report for the period ended as of October 31, 2022, as presented by Jennifer Landreville, Equi-Tax, Inc.

IV. INTERIM GENERAL MANAGERS REPORT

David Hawes, Hawes Hill & Associates provided a brief updated on the staffing needs and the vision of the District. The Board of Directors received the Interim General Manager’s Status Report on Administrative Services and Programs Services for period ending November 9, 2022, as presented by David Hawes, Hawes Hill & Associates.

Chair Smith called the meeting to order at 12:18 p.m.

V. RECEIVE GOVERNANCE COMMITTEE REPORT

The Board of Directors received the Governance Committee report as presented by Oletha Miller Jacobs, Interim Managing Director of Administration, Services and Improvements.

- i. Upon motion by Director Jimenez, and seconded by Director McDavid, the Board approved a Resolution Waiving Automatic Resignation of Director Hexser Holliday III for Absenteeism from the Board of Directors of the Greater Southeast Management District.
- ii. The Board of Directors discussed recommended nominees to fill expired or vacant positions on the Board of Directors. No Action Taken.
- iii. Jim Webb, The Goodman Corporation provided a brief update on the Title VI Plan for District Compliance. Upon motion by Director Jimenez, and seconded by Director McDavid, the Board approved a Resolution Adopting a Title VI Compliance Plan for the Greater Southeast Management District.

VI. APPROVE OF THE MINUTES

Chair Brian Smith called for the approval of the minutes from previous Board of Directors meeting.

Upon motion duly made by Director Jimenez, and seconded by Director Holliday, approval of the October 12, 2022, minutes was approved.

VII. DISTRICT ADMINISTRATION

Upon a motion made by Director Jellins and seconded by Director Bergeron, the Board of Directors approved the following: b. Hearing Examiner's Report and Proposal for Decision on the public hearing held on October 17, 2022, to be presented to the Board of Directors of the Greater Southeast Management District; c. Order Supplementing the Assessment Roll for The Greater Southeast Management District and Levying Assessments Against the Property On The Supplemental Assessment Roll; d. Order Setting the Rate of Assessment for All Properties on The District's Assessment Roll for Year Three of the District's Service Plan; and e. Amended Information Form of Greater Southeast Management District.

VIII. BUDGET & FINANCE COMMITTEE REPORTS

Director Miles recommended all committee chairs to review and prioritize the FY 2023 Budget, to keep us on track and asked all committee chairs to attend the next Budget & Finance committee meeting on Tuesday, December 13, 2022.

The Board of Directors received the Budget and Finance Committee report as presented by Director C. Miles.

- a. The Board of Directors received the Compilation Report and Quarterly Investment Report for the period ended September 30, 2022.
- b. The Board of Directors received the Balance Sheet with Previous Month Comparison and the Profit & Loss with Previous Month and YTD Comparison as of September 30, 2022.
- c. Upon a motion made by Director McDavid and seconded by Director Jimenez, the Board of Directors approved the recurring and non-recurring expenses for the period ending September 30, 2022.
- d. Draft FY 2023 Budget based on 2019-2028 Service and Improvement Plan & Assessment Plan. No Action Taken.

IX. RECEIVE DISTRICT ADMINISTRATIVE SERVICES POLICIES & PROCEDURES REPORT: ISSUES & ANSWERS FOR DISCUSSION ONLY

The Board of Directors received the District Administrative Services Policies & Procedures Committee report as presented by Director Teddy McDavid.

X. DISTRICT SERVICES AND IMPROVEMENTS REPORTS

The Board of Directors received the monthly District Services and Improvements for Enhanced Public Safety; Environmental, Urban Design & Visual Improvement Services; Transportation & Local Mobility Services; Business & Economic Development Services; Marketing, Public Relations & Perception Enhancement Services and Environmental, Urban Design & Visual Improvement Services for the period ending November 9, 2022, the following action items were recommended to be tabled: a. A Consultant Agreement for Sergeant Franklin Gans to provide Enhanced Public Safety Coordinator Services for a not-to-exceed amount and authorize Board Chair and Legal Counsel to execute Agreement and issue Notices to Proceed; b. A Consultant Agreement and Scope of Work for Smartscaping to provide Heavy Trash Abatement services along the perimeter of the District, along Economic Development Corridors and at strategic gateways, for a not-to-exceed amount and authorize Board Chair and Legal Counsel to execute Agreement and issue Notices to Proceed; c. A Contract and Scope of Work for The Goodman Corporation to provide FY 2023 Professional Services for a not-to-exceed amount and authorize Board Chair and Legal Counsel to execute contract and issue Notices to Proceed; and d. A Scope of Work related to the Design Phase Services and limited Construction Phase Services for the Highway Safety Improvement Program (HSIP) funded by the Alameda Safety Improvement Project; and

Upon a motion made by Director Jellins and seconded by Director Jimenez, the Board of Directors approve a Letter of Sponsorship/Funding Commitment for Two (2) Highway Safety Improvement Program Applications for Griggs Rd Sidewalks and Brays Bayou Safety Improvements.

XI. FUTURE MEETING

The next regular meeting of the Board of Directors of the Greater Southeast Management District is expected to be held on **Wednesday, December 14, 2022, at 12:00 p.m.**

XII. ADJOURNMENT

Chair Smith adjourned the regular meeting of the Board of Directors of the Greater Southeast Management District at 1:07 p.m.



Your Community Solutions Specialists. Product proven. Every day.

GREATER SOUTHEAST MANAGEMENT DISTRICT
INTERIM GENERAL MANAGER'S REPORT
December 14, 2022

- Staff Realignment
- Committee Chair Meetings
Board Retreat
Executive Director Search
- Budget adjustments
- Help promote and continue to support the public welfare in the commercial areas
- Assuring the general welfare of the residents, consumers and employers in the district is aligned with our goals
- Maintaining the vitality of the areas as community and business centers through assisting with needed funding
- Establishing a proposal for standards of operation for the district for the 1st quarter of 2023

Interim General Manager
Hawes Hill & Associates
Jerry V. Davis





**HOUSTON
SOUTHEAST**

**DISTRICT ADMINISTRATION
SERVICES**

**ASSESSMENT COLLECTION
REPORTS**

GREATER SOUTHEAST MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT
November 2022
BILLING AND COLLECTION SUMMARY
FISCAL YEAR
01/01/2022 - 12/31/2022

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2022	0.11500	\$3,594,761.80	\$26,913.74	\$3,567,848.06	1%
2021	0.11500	\$3,120,494.74	\$3,047,287.49	\$73,207.25	98%
2020	0.11500	\$3,018,830.81	\$2,970,611.55	\$48,219.26	98%
2019	0.11500	\$2,785,891.68	\$2,751,787.53	\$34,104.15	99%
2018	0.11500	\$2,580,624.20	\$2,569,569.86	\$11,054.34	99%
2017	0.11500	\$2,439,529.12	\$2,432,522.02	\$7,007.10	99%
2016	0.11500	\$2,127,521.03	\$2,124,208.66	\$3,312.37	99%
2015	0.11500	\$1,880,215.47	\$1,877,623.58	\$2,591.89	99%
2014	0.11500	\$1,691,345.58	\$1,683,564.07	\$7,781.51	99%
2013	0.11500	\$1,513,079.87	\$1,507,209.11	\$5,870.76	99%
2012	0.11500	\$1,340,923.23	\$1,335,852.67	\$5,070.56	99%
2011	0.11500	\$1,299,686.26	\$1,295,241.57	\$4,444.69	99%
2010	0.11500	\$1,276,949.57	\$1,270,379.10	\$6,570.47	99%
2009	0.11500	\$1,361,402.15	\$1,352,645.75	\$8,756.40	99%
2008	0.11500	\$1,280,230.38	\$1,274,778.91	\$5,451.47	99%
2007	0.11500	\$1,078,590.66	\$1,078,360.45	\$230.21	99%
2006	0.11500	\$596,854.84	\$596,664.68	\$190.16	99%
2005	0.11500	\$458,999.46	\$458,691.92	\$307.54	99%
2004	0.11500	\$708,175.38	\$707,905.55	\$269.83	99%
2003	0.11500	\$685,257.81	\$684,988.79	\$269.02	99%

Current Month Activity

Revenue:	<u>Current Month</u>	<u>Year to Date</u>
2022 Assessment Collected	26,913.74	26,913.74
2021 Assessment Collected	27,998.53	2,538,134.69
2020 Assessment Collected	10,614.96	-31,756.53
2019 Assessment Collected	3,298.74	-7,777.46
2018 Assessment Collected	0.00	-882.60
2017 Assessment Collected	0.00	231.88
2016 Assessment Collected	0.00	206.61
2015 Assessment Collected	0.00	244.57
2014 Assessment Collected	0.00	196.67
2013 Assessment Collected	0.00	74.88
2012 Assessment Collected	0.00	74.40
2011 Assessment Collected	0.00	68.46
2010 Assessment Collected	0.00	68.00
2009 Assessment Collected	0.00	67.58
Prior Years Collected	0.00	188.80
Penalty & Interest	10,456.13	43,452.18
Collection Fees	12,822.29	27,839.73
Overpayments	1.09	40,803.34
CAD Lawsuits	11,743.11	207,686.49
CAD Corrections	0.00	3,778.43
Court Costs	0.00	0.00
Misc. Revenue	0.00	71.10
Estimated Payments	0.00	0.00
Total Revenue	103,848.59	2,849,688.76

SERVICE PLAN YEARS 2018 - 2027

ASSESSED VALUE FOR 2018:	2,244,404,624	Uncertified:	0	No. of Accounts:	0
ASSESSED VALUE FOR 2019:	2,511,970,298	Uncertified:	0	No. of Accounts:	0
ASSESSED VALUE FOR 2020:	2,677,827,001	Uncertified:	0	No. of Accounts:	0
ASSESSED VALUE FOR 2021:	3,100,410,555	Uncertified:	1,391,335	No. of Accounts:	1
ASSESSED VALUE FOR 2022:	3,506,086,676	Uncertified:	5,126,211	No. of Accounts:	19

**GREATER SOUTHEAST MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT**

November 2022

TOP TEN ASSESSMENT PAYERS

PROPERTY OWNER	PROPERTY TYPE	ASSESSED VALUE	ASSESSMENT AMOUNT
LPF MEMORIAL HERMANN PROPERTY LLC	MEDICAL OFFICE	290,846,211	27,379.07
1911 HOLCOMBE LLC	MULTI FAMILY	103,898,191	119,482.92
HM SOUTHMORE LLC	MULTI FAMILY	95,473,297	109,794.29
PR III THCPR MOSAIC OWNER LP	MULTI FAMILY	91,853,207	105,631.19
DLP HOUSTON VENTURES LLC	MULTI FAMILY	79,308,351	68,194.97
AMALFI HOLDCO LP	MULTI FAMILY	78,973,069	90,779.56
1699 HPR LLC	MULTI FAMILY	68,491,717	78,765.47
29SC VENUE OWNER LLC	MULTI FAMILY	67,556,000	77,689.40
HERMANN PARK HOLDINGS LLC	MULTI FAMILY	64,532,357	74,212.21
CPUS ELAN MED LP0	MULTI FAMILY	60,790,273	69,908.81

TEN LARGEST DELINQUENT ACCOUNTS

PROPERTY OWNER	ACCOUNT NUMBER	ASSESSMENT YEAR	ASSESSED AMOUNT
AC CAMPUS VUE STUDENT HOUSING	86 135 306 001 0002	2019 - 2021	42,910.99
ROCA CONSTRUCTION	86 045 064 000 0132	2008-2014, 2017, 2019-2021	38,518.59
CES ENVIRONMENTAL SVCS	86 046 122 000 0010	2009 - 2021	16,233.76
WONDERLAND EDUCATIONAL ESTATE	86 139 064 001 0001	2018 - 2021	15,737.33
AC CAMPUS VUE SENIOR APARTMENTS LLC	86 135 306 001 0003	2019 - 2021	14,142.83
RAYMON JORDAN RIVERSIDE REDEVELOPME	86 061 125 000 0019	2008 - 2021	4,941.59
RVP REALTY GROUP LLC	86 061 082 003 0010	2016 - 2021	4,093.96
CES ENVIRONMENTAL SVCS	86 046 122 000 0008	2009 - 2021	3,014.52
GRAND UNMION CO #8031L01	86 041 007 016 0182	2003 - 2021	2,804.28
SCRUGGS KEENON D	86 058 184 000 0012	2013 - 2021	2,782.71

Note: For Tax Year 2005 the Texas Legislature de-annexed all properties in the district that were also in House District 146.

Note: For Tax Year 2007 the Texas Legislature re-annexed all properties in the district that were also in House District 146.

* Pending HCAD Value Lawsuits

**Greater Southeast Management District
Lawsuit and Arbitration Status Summary as of 11/4/2022**

Summary

For Years 2005-2022, for the period of May 2009 through November 4, 2022

Settled

10,315,661,990	Original value of Settled accounts as of 11/4/2022
1,392	Number of Settled accounts as of 11/4/2022
987,014,620	Reduction in value of Settled accounts
9.57%	Average % reduction in value of Settled accounts

Unsettled

2,652,579,348	Original value of Unsettled accounts as of 11/4/2022
224	Number of Unsettled accounts as of 11/4/2022

.115 Assessment rate per \$100 valuation

\$291,872	Estimated* reduction in assessment on 224 Unsettled accounts, based on 9.57% average
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**Estimated because of "capped levies."*

Greater Southeast Management District
Lawsuit and Arbitration Status Detail as of 11/4/2022

Jur 944

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Tax Year 2005													
Tax Year 2017													
Settled													
Tax Year 2017	041-031-017-0020	Greenview Village Inc	1,130,852	\$1,300.48	2017-69999	8/18/2022	1,075,000	55,852	4.94%	\$64.23	4.94%	8/24/2022	9/6/2022
Tax Year 2017	127-087-001-0001	Saroj Inc	1,644,869	\$1,891.60	2017-70693	8/18/2022	1,595,000	49,869	3.03%	\$57.35	3.03%	8/24/2022	9/6/2022
Tax Year 2017	061-126-033-0020	Beason Clyde R & Linda	2,554,544	\$2,937.73	2017-84721	8/18/2022	2,325,000	229,544	8.99%	\$263.98	8.99%	8/24/2022	9/6/2022
			5,330,265										
			3										

Unsettled													
Tax Year 2017	131-026-001-0001	BSD Ltd	13,462,500		2017-69223								
Tax Year 2017	002-146-000-0008	Cohen Jay H	329,140		2017-71235								
Tax Year 2017	Total	Unsettled Accounts, original value	13,791,640										
Tax Year 2017	Total	Unsettled Accounts, number of accounts	2										

Tax Year 2018													
Settled													
Tax Year 2018	042-066-000-0016	2004 Binz Management Inc	645,000	no change	2018-71902	6/15/2022	645,000	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2018	061-159-000-0013	L&L Properties	231,139	\$265.80	2018-65197	6/15/2022	197,095	34,044	14.73%	\$39.14	14.73%	Received	7/5/2022
Tax Year 2018	061-126-033-0020	Beason Clyde R & Linda	2,391,000	\$2,749.65	2018-73774	6/15/2022	2,290,000	101,000	4.22%	\$116.15	4.22%	Received	7/5/2022
Tax Year 2018	010-010-000-0023	PM Dixie LLC	802,616	no change	2018-75722	6/15/2022	802,616	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2018	128-029-001-0001	Pegram Samuel B	943,115	\$1,084.58	2018-67137	10/24/2022	850,000	93,115	9.87%	\$107.08	9.87%	10/26/2022	12/7/2022
Tax Year 2018	128-029-001-0002	Pegram Samuel B	580,350	\$667.40	2018-67137	10/24/2022	500,000	80,350	13.85%	\$92.40	13.84%	10/26/2022	12/7/2022
Tax Year 2018	130-553-001-0001	OTM Partners LP	2,078,775	\$2,390.59	2018-67666	10/24/2022	2,000,000	78,775	3.79%	\$90.59	3.79%	10/26/2022	12/7/2022
Tax Year 2018	010-019-000-0017	Hurt Real Estate Holdings of Texas	2,616,284	\$3,008.72	2018-72422	10/24/2022	2,000,000	616,284	23.56%	\$708.72	23.56%	10/26/2022	12/7/2022
Tax Year 2018	127-087-001-0001	Saroj Inc	1,667,759	\$1,917.92	2018-74184	10/24/2022	1,600,000	67,759	4.06%	\$77.92	4.06%	10/26/2022	12/7/2022
			846,291,515										
			130										
Unsettled													
Tax Year 2018	002-146-000-0008	Cohen Jay H	330,502		2018-64151								
Tax Year 2018	131-504-001-0001	Ektara Property Inc	1,076,716		2018-67697								
Tax Year 2018	019-158-000-0007	Doan Loan T / Nguyen Tung T	665,400		2018-71892								
Tax Year 2018	045-064-000-0245	Trejo, Roberto and Lozano, Araceli	257,167		2018-75394								
Tax Year 2018	061-168-034-0007	Cohen Howard M Trustee	728,700		2018-77269								
Tax Year 2018	Total	Unsettled Accounts, original value	3,058,485										
Tax Year 2018	Total	Unsettled Accounts, number of accounts	5										

Tax Year 2019													
Settled													
Tax Year 2019	061-159-000-0013	L&L Properties	281,639	\$323.88	2018-65197	6/15/2022	215,295	66,344	23.56%	\$76.29	23.56%	Received	7/5/2022
Tax Year 2019	123-118-001-0001	7227 Fannin Management	3,156,809	\$3,630.33	2019-56273	6/15/2022	2,725,000	431,809	13.68%	\$496.58	13.68%	6/21/2022	7/5/2022

**Greater Southeast Management District
Lawsuit and Arbitration Status Detail as of 11/4/2022**

Jur 944

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Tax Year 2019	033-255-004-0001	Excelsior Land Co Inc	8,120,793	\$9,338.91	2019-73619	8/16/2022	6,200,000	1,920,793	23.65%	\$2,208.91	23.65%	Received	9/6/2022
Tax Year 2019	138-196-001-0001	Excelsior Land Co Inc	3,045,795	\$3,502.66	2019-73619	8/16/2022	2,996,000	49,795	1.63%	\$57.26	1.63%	Received	9/6/2022
Tax Year 2019	042-176-000-0003	2ML Real Estate Interests Inc	3,754,058	no change	2019-73710	8/16/2022	3,754,058	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2019	025-003-025-0011	Shipra Enterprise Inc	525,060	\$603.81	2019-68299	8/18/2022	465,650	59,410	11.31%	\$68.31	11.31%	8/24/2022	9/6/2022
Tax Year 2019	025-005-030-0001	Shipra Enterprise Inc	1,162,500	\$1,336.87	2019-68299	8/18/2022	1,030,960	131,540	11.32%	\$151.27	11.32%	8/24/2022	9/6/2022
Tax Year 2019	025-005-030-0004	Shipra Enterprise Inc	1,612,820	\$1,854.74	2019-68299	8/18/2022	1,430,325	182,495	11.32%	\$209.87	11.32%	8/24/2022	9/6/2022
Tax Year 2019	025-005-030-0005	Shipra Enterprise Inc	360,120	\$414.13	2019-68299	8/18/2022	319,375	40,745	11.31%	\$46.85	11.31%	8/24/2022	9/6/2022
Tax Year 2019	025-007-035-0009	Shipra Enterprise Inc	690,800	\$794.42	2019-68299	8/18/2022	612,635	78,165	11.32%	\$89.89	11.32%	8/24/2022	9/6/2022
Tax Year 2019	025-007-035-0013	Shipra Enterprise Inc	300,000	\$345.00	2019-68299	8/18/2022	266,055	33,945	11.32%	\$39.04	11.32%	8/24/2022	9/6/2022
Tax Year 2019	138-294-001-0001	2222 Cleburne LP	3,125,425	Not Billed	2021-57003	10/24/2022	2,187,500	NA	NA	NA	NA	Received	NA
			953,707,343					102,453,160					
			136										
Unsettled													
Tax Year 2019	135-306-001-0003	L&L Properties	3,950,000		2019-52343								
Tax Year 2019	135-306-001-0002	AC Campus Vue Student Housing LLC	42,830,595		2019-52560								
Tax Year 2019	002-146-000-0008	Cohen Jay H	330,775		2019-66353								
Tax Year 2019	019-293-000-0004	Malone Family Trust	1,164,000		2019-73154								
Tax Year 2019	124-826-001-0001	Nulrana Investments LLC	3,760,500		2019-73695								
Tax Year 2019	Total	Unsettled Accounts, original value	52,035,870										
Tax Year 2019	Total	Unsettled Accounts, number of accounts	5										

Tax Year 2020													
Settled													
Tax Year 2020	134-749-001-0002	1699 HPR LLC	67,413,038	\$77,524.99	2020-66915	6/15/2022	57,500,000	9,913,038	14.70%	\$11,399.99	14.70%	Received	7/5/2022
Tax Year 2020	061-159-000-0013	L&L Properties	273,410	\$314.42	2018-65197	6/15/2022	226,498	46,912	17.16%	\$53.95	17.16%	Received	7/5/2022
Tax Year 2020	123-118-001-0001	7227 Fannin Management	3,758,523	\$4,322.30	2019-56273	6/15/2022	2,900,000	858,523	22.84%	\$987.30	22.84%	6/21/2022	7/5/2022
Tax Year 2020	137-873-001-0001	3509 Elgin LLC	35,760,719	\$41,124.83	2020-60421	6/15/2022	30,400,000	5,360,719	14.99%	\$6,164.83	14.99%	Received	7/5/2022
Tax Year 2020	061-129-039-0009	Glasmic Ltd	1,826,922	\$2,100.96	2020-79352	6/15/2022	1,650,000	176,922	9.68%	\$203.46	9.68%	6/21/2022	7/5/2022
Tax Year 2020	061-126-033-0020	Beason Clyde R & Linda	3,313,937	\$3,811.03	2020-58654	7/12/2022	2,850,000	463,937	14.00%	\$533.53	14.00%	7/20/2022	8/1/2022
Tax Year 2020	122-987-001-0001	St Del Rio Holdings LP	10,605,820	\$12,196.69	2020-64734	7/12/2022	9,440,000	1,165,820	10.99%	\$1,340.69	10.99%	7/20/2022	8/1/2022
Tax Year 2020	123-237-001-0001	St Del Rio Holdings LP	12,450,309	\$14,317.86	2020-64734	7/12/2022	11,060,000	1,390,309	11.17%	\$1,598.86	11.17%	7/20/2022	8/1/2022
Tax Year 2020	134-752-001-0001	McRef Premier LLC	49,817,989	\$57,290.69	2020-46251	10/24/2022	42,345,300	7,472,689	15.00%	\$8,593.59	15.00%	10/26/2022	12/7/2022
Tax Year 2020	033-255-004-0001	Excelsior Land Co Inc	6,601,093	\$7,591.26	2020-65892	9/8/2022	6,200,000	401,093	6.08%	\$461.26	6.08%	9/15/2022	10/4/2022
Tax Year 2020	019-308-000-0010	BS Gambhir LLC	754,100	\$867.22	2020-68735	8/18/2022	695,000	59,100	7.84%	\$67.97	7.84%	Received	9/6/2022
Tax Year 2020	042-196-000-0030	Americus OST LLC	12,401,445	No change	2020-62841	10/24/2022	12,401,445	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2020	058-192-000-0013	Reichek Robert	203,881	\$234.46	2020-65248	10/24/2022	185,000	18,881	9.26%	\$21.71	9.26%	Received	11/3/2022
Tax Year 2020	061-098-000-0003	Safya LLC	1,130,040	No change	2020-71683	10/24/2022	1,130,040	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2020	131-504-001-0001	Ektara Property Inc	1,089,500	\$1,252.92	2020-75452	10/24/2022	1,064,000	25,500	2.34%	\$29.32	2.34%	10/26/2022	12/7/2022
Tax Year 2020	041-007-016-0149	MRH Properties LLC	148,351		101-20-004407		130,000	18,351	12.37%				
Tax Year 2020	139-726-001-0001	MacGregor Grocery LLC	25,377,502	\$14,841.08	2020-54920	11/16/2022	21,750,000	3,627,502	14.29%	Amount Due	Capped	Received	NA
Tax Year 2020	120-141-001-0001	2ML Real Estate Interest Inc	42,970,812	\$49,416.43	2020-59935	11/16/2022	35,000,000	7,970,812	18.55%	\$9,166.43	18.55%	11/23/2022	
Tax Year 2020	025-003-025-0011	Shipra Enterprise Inc	525,060		2020-75133		465,650	59,410	11.31%				
Tax Year 2020	025-005-030-0001	Shipra Enterprise Inc	1,162,500		2020-75133		1,030,960	131,540	11.32%				
Tax Year 2020	025-005-030-0005	Shipra Enterprise Inc	360,120		2020-75133		319,375	40,745	11.31%				
Tax Year 2020	025-007-035-0004	Akshay Investment Corporation	569,213		2020-75133		500,000	69,213	12.16%				

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Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HICAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Tax Year 2020	025-007-035-0013	Shipra Enterprise Inc	300,000		2020-75133		266,055	33,945	11.32%				
			1,853,054,429					184,941,762					
			146										
Unsettled													
Tax Year 2020	135-306-001-0003	AC Campus Vue Senior Apartments LLC	5,568,606		2019-52343								
Tax Year 2020	135-306-001-0002	AC Campus Vue Student Housing LLC	44,755,009		2019-52560								
Tax Year 2020	010-155-000-0001	Lemings LLC	68,058		2020-47222								
Tax Year 2020	010-155-000-0002	Lemings LLC	167,296		2020-47222								
Tax Year 2020	010-155-000-0003	Lemings LLC	563,957		2020-47222								
Tax Year 2020	010-155-000-0004	Lemings LLC	75,000		2020-47222								
Tax Year 2020	022-170-000-0003	Sometimes LLC	75,000		2020-47222								
Tax Year 2020	037-211-000-0001	Lemings LLC	60,000		2020-47222								
Tax Year 2020	037-211-000-0002	Lemings LLC	420,222		2020-47222								
Tax Year 2020	037-211-000-0003	Lemings LLC	75,000		2020-47222								
Tax Year 2020	037-211-000-0009	Lemings LLC	28,500		2020-47222								
Tax Year 2020	061-117-000-0001	Cacophony LLC	723,649		2020-47222								
Tax Year 2020	134-385-001-0001	NB Vue Mac Dst	36,593,609		2020-56601								
Tax Year 2020	130-782-001-0001	Mekdessi Fouad	1,181,446		2020-58134								
Tax Year 2020	130-782-001-0002	Mekdessi Fouad	3,371,243		2020-58134								
Tax Year 2020	042-196-000-0037	Sri Janma Bhumi Interests LLC	30,032,193		2020-62205								
Tax Year 2020	061-168-034-0018	Toast & Bananas LLC	260,352		2020-64611								
Tax Year 2020	091-222-000-0002	Depends LLC	3,254,779		2020-64611								
Tax Year 2020	025-024-054-0002	Hampstead MD Hou LP	9,161,831		2020-66221								
Tax Year 2020	039-178-002-0001	Stone J S Dr	2,312,787		2020-66673								
Tax Year 2020	137-275-001-0001	Zhejiang Blossom Tourism	21,557,976		2020-67155							Received	
Tax Year 2020	046-036-004-0003	PRJ Enterprises Ltd	3,071,995		2020-70107								
Tax Year 2020	033-248-006-0001	Aron Hertzal	1,636,080		2020-76281								
Tax Year 2020	010-006-000-0026	2ML Real Estate Interest Inc	191,320		2020-78163								
Tax Year 2020	137-029-001-0001	Chelsea Museum District LLC	1,424,940		2021-00970								
Tax Year 2020	124-826-001-0001	Nulrana Investments LLC	3,586,828		2021-14019								
Tax Year 2020		Total Unsettled Accounts, original value	170,217,676										
Tax Year 2020		Total Unsettled Accounts, number of accounts	26										

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Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Tax Year 2021													
Settled													
Tax Year 2021	134-749-001-0002	1699 HPR LLC	65,551,519	\$75,384.25	2020-66915	6/15/2022	56,000,000	9,551,519	14.57%	\$10,984.25	14.57%	Received	7/5/2022
Tax Year 2021	039-166-000-0001	Houston - PPH LLC	12,146,176	\$13,968.10	2021-55121	6/15/2022	10,350,000	1,796,176	14.79%	\$2,065.60	14.79%	Received	7/5/2022
Tax Year 2021	150-245-001-0001	Houston - PPH LLC	17,478,950	\$19,842.54	2021-55121	6/15/2022	14,950,000	2,528,950	14.47%	\$2,650.04	13.36%	Received	7/5/2022
Tax Year 2021	019-061-000-0001	Dow Joseph	1,080,000	\$1,113.20	101-21-003900	6/28/2022	940,000	140,000	12.96%	\$32.20	2.89%	25.25(b)	8/1/2022
Tax Year 2021	061-159-000-0013	L&L Properties	291,180	\$334.86	2018-65197	6/15/2022	234,769	56,411	19.37%	\$64.88	19.38%	Received	7/5/2022
Tax Year 2021	033-278-001-0001	HH Southmore LLC	88,992,250	\$102,341.09	2021-54966	6/15/2022	83,500,000	5,492,250	6.17%	\$6,316.09	6.17%	6/21/2022	7/5/2022
Tax Year 2021	130-477-001-0001	HGIT 5353 Fannin LP	63,563,252	\$73,097.74	2021-55211	6/15/2022	58,462,500	5,100,752	8.02%	\$5,865.86	8.02%	Received	7/5/2022
Tax Year 2021	019-010-000-0010	Alsco Inc	2,094,120	\$2,408.24	2021-56058	6/15/2022	2,013,500	80,620	3.85%	\$92.72	3.85%	Received	7/5/2022
Tax Year 2021	139-068-001-0001	Alsco Inc	3,215,296	\$3,697.59	2021-56058	6/15/2022	3,050,000	165,296	5.14%	\$190.09	5.14%	Received	7/5/2022
Tax Year 2021	045-064-000-0155	3922 OST LLC	1,742,619	\$2,004.01	2021-57018	6/15/2022	1,632,072	110,547	6.34%	\$127.13	6.34%	Received	7/5/2022
Tax Year 2021	072-059-003-0001	Medical Center Hospitality LLC	3,972,694	\$4,568.60	2021-58204	6/15/2022	3,600,000	372,694	9.38%	\$428.60	9.38%	6/21/2022	7/5/2022
Tax Year 2021	061-129-039-0009	Glasmic Ltd	2,162,639	\$2,311.06	2021-62379	6/15/2022	1,950,000	212,639	9.83%	\$68.56	2.97%	6/21/2022	7/5/2022
Tax Year 2021	010-016-000-0007	Ardmore Inv Corp Inc	2,169,661	No change	2021-64049	6/15/2022	2,169,661	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2021	042-176-000-0001	Agellan Commercial REIT US LP	5,704,003	\$6,559.60	2021-65298	6/15/2022	5,100,000	604,003	10.59%	\$694.60	10.59%	6/21/2022	7/5/2022
Tax Year 2021	046-036-004-0027	Levey Group Fund 20 LLC	1,253,676	\$1,441.73	2021-65849	6/15/2022	1,160,000	93,676	7.47%	\$107.73	7.47%	6/21/2022	7/5/2022
Tax Year 2021	003-022-000-0010	Harmouche Omar	225,400	\$237.44	101-21-004273	8/2/2022	187,900	37,500	16.64%	\$21.36	9.00%	25.25(b)	9/6/2022
Tax Year 2021	042-066-000-0084	Cole WG houston TX LP	4,690,972	\$5,045.49	2021-47327	8/16/2022	3,992,017	698,955	14.90%	\$454.67	9.01%	Received	9/6/2022
Tax Year 2021	129-562-001-0001	NNN Houston TX Owner Lp	3,251,118	\$3,637.88	2021-47327	8/16/2022	2,954,542	296,576	9.12%	\$240.16	6.60%	Received	9/6/2022
Tax Year 2021	041-007-016-0183	Autozone Inc	484,482	\$557.15	2021-48663	7/12/2022	396,077	88,405	18.25%	\$101.66	18.25%	Received	8/1/2022
Tax Year 2021	033-255-004-0001	Excelsior Land Co Inc	6,214,962	\$7,147.21	2021-52891	8/16/2022	5,625,000	589,962	9.49%	\$678.46	9.49%	Received	9/6/2022
Tax Year 2021	138-196-001-0001	Excelsior Land Co Inc	28,732,271	\$33,042.11	2021-52892	8/16/2022	26,160,000	2,572,271	8.95%	\$2,958.11	8.95%	Received	9/6/2022
Tax Year 2021	033-267-000-0002	Texas Healthcare Portfolio II DST	8,312,600	\$9,559.49	2021-58429	8/18/2022	7,700,000	612,600	7.37%	\$704.49	7.37%	8/24/2022	9/6/2022
Tax Year 2021	125-146-001-0001	LFP Memorial Herman Property LLC	283,003,936	\$24,890.06	2021-50458	7/12/2022	251,808,886	31,195,050	11.02%	Capped	11.02%	NA	NA
Tax Year 2021	041-007-031-0066	Royal Palms Housing LLC	4,136,827	\$4,710.61	2021-60669	8/16/2022	3,400,000	736,827	17.81%	\$800.61	17.00%	Received	9/6/2022
Tax Year 2021	019-293-000-0006	Houston This is it Resturant	1,009,125	\$1,160.49	2021-72315	7/12/2022	860,000	149,125	14.78%	\$171.49	14.78%	Received	8/1/2022
Tax Year 2021	019-308-000-0010	BS Gambhir LLC	930,740	\$953.94	2020-68735	8/18/2022	795,000	135,740	14.58%	\$39.69	4.16%	Received	9/6/2022
Tax Year 2021	130-102-000-0002	PR III THCPR Mosaic Owner LP	2,952,353	\$3,395.21	2021-53622	8/18/2022	2,616,233	336,120	11.38%	\$386.54	11.38%	Received	9/6/2022
Tax Year 2021	130-102-000-0003	PR III THCPR Mosaic Owner LP	88,747,623	\$102,059.77	2021-53622	8/18/2022	78,643,866	10,103,757	11.38%	\$11,619.32	11.38%	Received	9/6/2022
Tax Year 2021	130-102-000-0004	PR III THCPR Mosaic Owner LP	1,963,435	\$2,257.95	2021-53622	8/18/2022	1,739,901	223,534	11.38%	\$257.06	11.38%	Received	9/6/2022
Tax Year 2021	117-013-000-0001	Versailles Property Owner LLC	27,350,066	\$31,452.58	2021-58533	8/18/2022	26,400,000	950,066	3.47%	\$1,092.58	3.47%	Received	9/6/2022
Tax Year 2021	131-653-001-0001	FKM Partnership	4,231,580	\$4,866.32	2021-60489	8/18/2022	3,100,000	1,131,580	26.74%	\$1,301.32	26.74%	Received	9/6/2022
Tax Year 2021	129-490-001-0001	National Village Holdings	2,640,084	\$3,036.10	2021-63039	8/18/2022	2,360,000	280,084	10.61%	\$322.10	10.61%	8/24/2022	9/6/2022
Tax Year 2021	042-176-000-0197	S Loop East PH II LLC	1,759,135	\$2,023.01	2021-64734	8/18/2022	1,500,000	259,135	14.73%	\$298.01	14.73%	Received	9/6/2022
Tax Year 2021	069-028-004-0006	Allstate BK Real Estate Holdings Ltd	1,186,740	\$1,062.27	2021-66976	8/18/2022	1,042,360	144,380	12.17%	Capped	0.00%	Capped	NA
Tax Year 2021	138-998-001-0001	Global New Millennium Partners Ltd	4,309,882	\$4,956.36	2021-66976	8/18/2022	3,785,536	524,346	12.17%	\$602.99	12.17%	Received	9/6/2022
Tax Year 2021	041-007-015-0077	WSSA Houston VA LLC	2,071,308	No change	2021-58491	10/24/2022	2,071,308	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2021	019-276-000-0016	Alief Petroleum Inc	1,240,010	No change	2021-72574	10/24/2022	1,240,010	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2021	033-266-000-0020	Neff Mark R	872,792	No change	2022-03215	10/24/2022	872,792	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2021	058-192-000-0013	Reichek Robert	258,321	\$297.07	2020-65248	10/24/2022	235,000	23,321	9.03%	\$26.82	9.03%	Received	11/3/2022
Tax Year 2021	133-890-001-0001	CPUS Elan Med LP	56,638,183	\$65,133.91	2021-48490	10/24/2022	52,850,000	3,788,183	6.69%	\$4,356.41	6.69%	10/26/2022	12/7/2022
Tax Year 2021	135-881-001-0001	Din Sers Millennium Cambridge	101,204,571	\$116,385.26	2021-51180	10/24/2022	94,400,000	6,804,571	6.72%	\$7,825.26	6.72%	10/26/2022	12/7/2022
Tax Year 2021	134-752-001-0001	McRef Premier LLC	44,358,467		2021-51284		40,000,000	4,358,467	9.83%				
Tax Year 2021	137-368-001-0001	Breckenridge Group Houston TX LLC	66,910,682	\$61,995.43	2021-52871	10/24/2022	46,026,020	20,884,662	31.21%	\$9,065.51	14.62%	Received	12/7/2022

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Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HICAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Tax Year 2021	137-368-001-0002	Breckenridge Group Houston TX LLC	2,173,980	No change	2021-52871	10/24/2022	2,173,980	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2021	045-064-000-0015	OST Scott Ren LLC	10,367,250	\$11,922.34	2021-53823	10/24/2022	8,825,000	1,542,250	14.88%	\$1,773.59	14.88%	10/26/2022	12/7/2022
Tax Year 2021	139-649-001-0001	Tower 5040 LLC	38,226,109	\$43,960.03	2021-56379	10/24/2022	33,500,000	4,726,109	12.36%	\$5,435.03	12.36%	10/26/2022	12/7/2022
Tax Year 2021	044-097-000-0075	Ventas Realty Ltd Ptnrshp	13,005,000	\$14,955.75	2021-58082	10/24/2022	11,800,000	1,205,000	9.27%	\$1,385.75	9.27%	Received	11/3/2022
Tax Year 2021	133-025-001-0001	Balcor Parc Binz I LLC	21,782,676	\$25,050.08	2021-59440	10/24/2022	19,000,000	2,782,676	12.77%	\$3,200.08	12.77%	10/26/2022	12/7/2022
Tax Year 2021	010-018-000-0011	Bulldog Enterprises LLC	1,361,440	\$1,565.66	2021-65447	10/24/2022	1,275,000	86,440	6.35%	Amount Due	0.00%	NA	NA
Tax Year 2021	061-126-033-0017	Seed of Abraham	2,628,755	\$2,726.75	2021-67031	10/24/2022	2,300,000	328,755	12.51%	\$81.75	3.00%	10/26/2022	12/7/2022
Tax Year 2021	010-015-000-0014	WFD Holdings Inc	4,669,033	\$5,369.39	2021-67227	10/24/2022	3,502,000	1,167,033	25.00%	\$1,342.09	25.00%	Received	11/3/2022
Tax Year 2021	041-007-015-0020	WRI AEW Lone Star Retail Portfolio LLC	785,783		2021-70143		684,587	101,196	12.88%				
Tax Year 2021	041-007-015-0021	WRI AEW Lone Star Retail Portfolio LLC	2,849,039		2021-70143		2,511,447	337,592	11.85%				
Tax Year 2021	041-007-015-0036	WRI AEW Lone Star Retail Portfolio LLC	395,818		2021-70143		339,301	56,517	14.28%				
Tax Year 2021	041-007-016-0012	Weingarten Realty Investor U031-001	389,828	No change	2021-70143	10/24/2022	389,828	0	0.00%	\$0.00	0.00%	NA	NA
Tax Year 2021	041-007-016-0018	WRI AEW Lone Star Retail Portfolio LLC	2,271,227		2021-70143		1,999,837	271,390	11.95%				
Tax Year 2021	137-873-002-0001	3509 Elgin LLC	42,258,666	\$48,597.47	2021-74354	10/24/2022	39,700,000	2,558,666	6.05%	\$2,942.47	6.05%	Received	12/7/2022
Tax Year 2021	138-294-001-0001	2222 Cleburne LP	5,774,505	\$6,640.68	2021-57003	10/24/2022	3,000,000	2,774,505	48.05%	\$3,190.68	48.05%	Received	11/3/2022
Tax Year 2021	010-017-000-0013	Alameda Office LLC	1,798,463		2021-78638		1,650,000	148,463	8.25%				
Tax Year 2021	010-014-000-0006	Greenbriar Holding Houston	6,340,924	\$7,292.06	2021-49585	11/16/2022	6,000,000	340,924	5.38%	\$392.06	5.38%	11/23/2022	
Tax Year 2021	139-726-001-0001	MacGregor Grocery LLC	26,013,682	\$16,325.19	2021-55990	11/16/2022	21,750,000	4,263,682	16.39%	Capped	Capped	Received	NA
Tax Year 2021	061-125-000-0024	Camden Hotels Inc	1,137,069	\$1,307.63	2021-62392	11/16/2022	1,000,000	137,069	12.05%	\$157.63	12.05%	11/23/2022	
Tax Year 2021	130-553-001-0001	Kapoor Menta LLC	1,996,933	\$2,296.47	2021-62935	11/16/2022	1,840,000	156,933	7.86%	\$180.47	7.86%	11/23/2022	
Tax Year 2021	042-066-000-0013	Norvin Alameda LP	10,757,355	\$3,300.79	2021-65389	11/16/2022	8,900,000	1,857,355	17.27%	Capped	Capped	Received	NA
Tax Year 2021	139-452-000-0001	Houston 5110 Griggs Road Retail LLC	2,082,441	\$2,394.81	2021-66527	11/16/2022	1,850,000	232,441	11.16%	\$267.31	11.16%	11/23/2022	
Tax Year 2021	139-452-000-0002	Houston 5110 Griggs Road Residential LP	11,191,450	\$12,870.17	2021-66527	11/16/2022	9,900,000	1,291,450	11.54%	\$1,485.17	11.54%	11/23/2022	
Tax Year 2021	067-089-004-0040	2ML Real Estate Interest Inc	324,915	\$373.65	2021-69167	11/16/2022	290,000	34,915	10.75%	\$40.15	10.75%	11/23/2022	
Tax Year 2021	122-022-001-0001	Houston Griggs Rd LLC	586,863	\$674.89	2021-72618	11/16/2022	540,000	46,863	7.99%	\$53.89	7.99%	Received	12/7/2022
Tax Year 2021	025-003-025-0011	Shipra Enterprise Inc	612,570		2021-56820		465,650	146,920	23.98%				
Tax Year 2021	025-005-030-0001	Shipra Enterprise Inc	1,356,250		2021-56820		1,030,960	325,290	23.98%				
Tax Year 2021	025-005-030-0004	Shipra Enterprise Inc	1,705,742		2021-56820		1,430,325	275,417	16.15%				
Tax Year 2021	025-005-030-0005	Shipra Enterprise Inc	420,140		2021-56820		319,375	100,765	23.98%				
Tax Year 2021	025-007-035-0004	Akshay Investment Corporation	665,315		2021-56820		500,000	165,315	24.85%				
Tax Year 2021	025-007-035-0009	Shipra Enterprise Inc	765,919		2021-56820		512,635	253,284	33.07%				
Tax Year 2021	025-007-035-0013	Shipra Enterprise Inc	350,000		2021-56820		266,055	83,945	23.98%				
Tax Year 2021	061-126-033-0020	Success Financial Investment	3,632,998		2021-67032		3,150,000	482,998	13.29%				
Tax Year 2021	061-098-000-0001	Safya LLC	1,019,887		2021-83532		917,500	102,387	10.04%				
			1,700,303,216					177,373,452					
			145										
Unsettled													
Tax Year 2021	010-155-000-0001	Lemings LLC	71,640		2020-47222								
Tax Year 2021	010-155-000-0022	Lemings LLC	183,570		2020-47222								
Tax Year 2021	010-155-000-0003	Lemings LLC	562,339		2020-47222								
Tax Year 2021	010-155-000-0004	Lemings LLC	75,000		2020-47222								
Tax Year 2021	022-170-000-0003	Sometimes LLC	75,000		2020-47222								
Tax Year 2021	037-211-000-0001	Lemings LLC	60,000		2020-47222								
Tax Year 2021	037-211-000-0002	Lemings LLC	420,222		2020-47222								
Tax Year 2021	037-211-000-0003	Lemings LLC	75,000		2020-47222								
Tax Year 2021	037-211-000-0009	Lemings LLC	30,000		2020-47222								
Tax Year 2021	061-117-000-0001	Cacophony LLC	740,493		2020-47222								

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Tax Year 2021	130-782-001-0001	Mekdessi Fouad	1,687,780		2020-58134								
Tax Year 2021	130-782-001-0002	Mekdessi Fouad	3,409,980		2020-58134								
Tax Year 2021	061-168-034-0018	Toast & Bananas LLC	315,797		2020-64611								
Tax Year 2021	091-222-000-0002	Depends LLC	3,258,021		2020-64611								
Tax Year 2021	025-024-054-0002	Hampstead MD Hou LP	8,868,705		2020-66221								
Tax Year 2021	046-036-004-0003	Aron Hertzal	3,526,156		2020-70107								
Tax Year 2021	033-248-006-0001	Aron Hertzal	1,972,167		2020-76281								
Tax Year 2021	135-306-001-0002	AC Campus Vue Student Housing LLC	45,828,301		2021-45663								
Tax Year 2021	123-118-001-0001	7227 Fannin Management	3,164,993		2021-47575								
Tax Year 2021	124-826-001-0001	Nulrana Investments LLC	3,131,030		2021-49231								
Tax Year 2021	134-752-001-0001	McRef Premier LLC	44,358,467		2021-50479								
Tax Year 2021	128-687-001-0002	CPT/AR OST II Owner LP	48,568,158		2021-52522								
Tax Year 2021	121-176-001-0001	Comcapp Cityside LLC	25,526,319		2021-53228								
Tax Year 2021	150-019-001-0001	TMC Grand Blvd Land Company LLC	14,757,881		2021-58050								
Tax Year 2021	069-049-000-0035	2ML Real Estate Interest Inc	2,282,650		2021-58159								
Tax Year 2021	119-245-001-0001	2ML Real Estate Interest Inc	47,186,494		2021-58159								
Tax Year 2021	120-141-001-0001	2ML Real Estate Interest Inc	38,877,300		2021-58159								
Tax Year 2021	134-385-001-0001	NB Vue Mac Dst	33,354,813		2021-60521								
Tax Year 2021	045-064-000-0354	6045 Scott Street Inc	1,428,735		2021-60901								
Tax Year 2021	042-196-000-0037	Sri Janma Bhumi Interests LLC	29,906,896		2021-61191								
Tax Year 2021	135-306-001-0003	AC Campus Vue Senior Apartments LLC	5,712,141		2021-61509								
Tax Year 2021	117-879-001-0002	Irolo Villas LLC	1,309,315		2021-61735								
Tax Year 2021	042-196-000-0042	Amelang Partners Inc	2,620,800		2021-62039								
Tax Year 2021	039-178-002-0001	Stone J S Dr	2,359,100		2021-64180								
Tax Year 2021	010-019-000-0017	Hurt Real Estate Holdings of Texas Ltd	2,897,254		2021-64302								
Tax Year 2021	045-064-000-0364	STRR Investments LLC	536,484		2021-65003								
Tax Year 2021	010-005-000-0039	AGI Gehring LLC	1,707,440		2021-66397								
Tax Year 2021	137-275-001-0001	Zhejiang Blossom Tourism Group Houston LLC	43,119,310		2021-67976							Received	
Tax Year 2021	061-098-000-0003	Safya LLC	1,726,450		2021-68676								
Tax Year 2021	046-036-000-0120	Jml Apartments LLC	900,680		2021-75897								
Tax Year 2021	010-006-000-0026	2ML Real Estate Interest Inc	191,320		2021-78561								
Tax Year 2021	041-031-033-0009	3620 Southmore LLC	1,896,327		2021-78575								
Tax Year 2021	100-353-000-0004	5751 Blythewood Street Trust	1,052,967		2021-78626								
Tax Year 2021	131-504-001-0001	Ektara Property LLC	1,119,368		2021-80042								
Tax Year 2021	041-007-008-0055	Marquee Realty	370,800		2022-01235								
Tax Year 2021	046-122-000-0040	Energy Flow Systems	914,628		2022-03180								
Tax Year 2021	042-176-000-0184	S Loop East PH I LLC	1,025,055		2022-03371								
Tax Year 2021	019-293-000-0004	Malone Family Trust	1,191,141		2022-05426								
Tax Year 2021	033-236-020-0001	Malone Robert T	1,597,616		2022-05250								
Tax Year 2021	121-425-000-0001	DMG Houston LLC	24,942,813		2022-06654								
Tax Year 2021	Total	Unsettled Accounts, original value	460,894,916										
Tax Year 2021	Total	Unsettled Accounts, number of accounts	50										

Tax Year 2022

Settled

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Tax Year 2022	019-096-000-0008	McWilliams Geraldine D	493,578	NA	101-22-000138	11/3/2022	370,000	123,578	33.40%	\$0.00	33.40%	25.25(b)	NA
Tax Year 2022	061-137-060-0014	Aplomb Development LLC	945,000		101-22-000215		850,000	95,000	11.18%	\$0.00	11.18%	25.25(b)	NA
Tax Year 2022	066-075-002-0002	Hunter Jared	375,100		101-22-000332		375,100	0	0.00%	\$0.00	0.00%	25.25(b)	NA
Tax Year 2022	057-086-010-0001	Andicon Holdings LLC	324,500		101-22-000413		258,363	66,137	25.60%	\$0.00	25.60%	25.25(b)	NA
Tax Year 2022	136-446-001-0001	Dad Entrepreneurs	3,926,665		101-22-000425		3,821,407	105,258	2.75%	\$0.00	2.75%	25.25(b)	NA
Tax Year 2022	135-010-001-0001	24 Seven Entrepreneurs LLC	2,047,684		101-22-000433		1,950,000	97,684	5.01%	\$0.00	5.01%	25.25(b)	NA
Tax Year 2022	057-154-000-0031	Twelve Canfield Place LLC	3,138,673		101-22-000552		2,780,000	358,673	12.90%	\$0.00	12.90%	25.25(b)	NA
Tax Year 2022	052-141-000-0011	Drone Jerald W	1,153,980		101-22-000690		1,041,180	112,800	10.83%	\$0.00	10.83%	25.25(b)	NA
Tax Year 2022	051-040-000-0008	Nguyen & Sons Holdings LLC	402,833	no change	101-22-000122		402,833					NA	NA
Tax Year 2022	061-137-066-0004	Shaw-Morrison Joi	1,320,000		101-22-000383		1,230,000						
Tax Year 2022	052-139-000-0007	Manjos Aleyamma & Joseph	543,000		101-22-000536		475,000						
Tax Year 2022	019-043-000-0009	Woodbaker & Delano LLC	1,060,462		101-22-000601		1,021,028						
Tax Year 2022	045-064-000-0260	Big Red Properties LC	1,159,416		101-22-000603		999,000						
Tax Year 2022	033-248-001-0001	Second Almeda LP	2,965,021		101-22-000903		2,650,000						
Tax Year 2022	062-049-004-0008	Pumphrey Gerrie F	754,266	no change	101-22-000968		754,266					NA	NA
Tax Year 2022	057-095-000-0016	Tampa MacGregor LLC	436,464	no change	101-22-001215		436,464					NA	NA
Tax Year 2022	025-024-049-0001	SBH Realty Investments LLC	1,562,430		101-22-001232		1,360,000						
Tax Year 2022	033-240-041-0004	Infinity Capital Assets LLC	4,754,636		101-22-000922		4,180,000						
Tax Year 2022	002-164-000-0003	IM ME Holdings LLC	1,448,282		101-22-001028		1,300,000						
Tax Year 2022	041-007-033-0004	South Loop Business Park LLC	3,247,437		101-22-001501		3,125,000						
			32,059,427					959,130					
			20										

Unsettled													
Tax Year 2022	042-066-000-0180	Festa A Uno Ptrnsh	1,946,600		101-22-002132								
Tax Year 2022	063-167-004-0004	R M S Properties	1,577,530		101-22-002299								
Tax Year 2022	041-007-008-0001	RMD Inc	3,026,720		101-22-002305								
Tax Year 2022	041-031-034-0185	MRG Inc	3,888,453		101-22-002306								
Tax Year 2022	140-976-001-0001	1924 Calumet LLC	2,862,339		101-22-002664								
Tax Year 2022	025-024-046-0011	4823 Jackson St LLC	534,141		101-22-002665								
Tax Year 2022	063-057-005-0025	2400 Napoleon LLC	292,626		101-22-002981								
Tax Year 2022	061-121-000-0024	Taylor Raymond	586,436		101-22-003199								
Tax Year 2022	121-049-001-0001	Kacal Geo O	1,570,140		101-22-003217								
Tax Year 2022	130-683-001-0001	Palmetto Partners Ardmore LP	3,697,860		101-22-003256								
Tax Year 2022	033-246-001-0008	Fannin Flowers Inc	1,064,697		101-22-003425								
Tax Year 2022	069-081-000-0007	Bhakta Priteshkumar S &	278,066		101-22-003462								
Tax Year 2022	039-164-000-0001	Lurie Apts LP	1,333,329		101-22-003792								
Tax Year 2022	033-266-000-0009	Os Crawford LLC	1,046,983		101-22-004090								
Tax Year 2022	019-058-000-0039	Housing Rehab of Houston LLC	373,859		101-22-004100								
Tax Year 2022	041-007-033-0028	KS Investments Inc	1,506,334		101-22-004391								
Tax Year 2022	052-138-000-0004	Laurie Apts Lp	898,515		101-22-004443								
Tax Year 2022	052-145-001-0001	Gigglin Marlin Divers Inc	1,099,746		101-22-004554								
Tax Year 2022	061-136-059-0044	River Oaks at MLK LLC	1,241,509		101-22-004642								
Tax Year 2022	033-257-002-0001	Prospect Apts LLC	3,533,526		101-22-004852								
Tax Year 2022	010-015-000-0019	Immaginar Facendo Inc	1,493,383		101-22-004976								
Tax Year 2022	010-010-000-0021	2ML Real Estate Interest Inc	627,900		101-22-004999								
Tax Year 2022	067-089-004-0040	2ML Real Estate Interest Inc	433,220		101-22-005175								

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Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Tax Year 2022	041-031-017-0020	Sanmore MacGregor 24 LLC	1,703,218		101-22-005369								
Tax Year 2022	022-173-000-0003	Sagar Investments LLC	485,834		101-22-005374								
Tax Year 2022	022-174-000-0001	Sanmore Anita LLC	468,170		101-22-005375								
Tax Year 2022	019-253-000-0001	Hou Properties Inc	960,182		101-22-005380								
Tax Year 2022	019-253-000-0003	Hou Properties Inc	1,010,000		101-22-005381								
Tax Year 2022	121-176-001-0001	Comcapp Cityside LLC	30,203,145		2021-53228								
Tax Year 2022	150-019-001-0001	TMC Grand Blvd Land Company LLC	14,997,830		2021-58050								
Tax Year 2022	002-146-000-0008	Cohen Jay H	499,777		2022-27072								
Tax Year 2022	121-425-000-0001	DMG Houston LLC	25,229,120		2022-40128								
Tax Year 2022	042-066-000-0084	Cole WG Houston Tx Lp	5,087,579		2022-41167								
Tax Year 2022	129-562-001-0001	NNN Houston TX Owner LP	3,378,199		2022-41167								
Tax Year 2022	061-159-000-0013	L&L Properties	345,307		2022-41851								
Tax Year 2022	044-097-000-0018	Marriot Corporation	34,650,068		2022-43919								
Tax Year 2022	134-395-001-0001	5755 Herman Park LP	34,728,000		2022-45236								
Tax Year 2022	128-687-001-0002	Sync Med Center LP	51,060,900		2022-45245								
Tax Year 2022	117-013-000-0001	29SC LMC Property Owner LLC	30,500,000		2022-45430								
Tax Year 2022	130-477-001-0001	HGIT 5353 Fannin LP	67,556,600		2022-45444								
Tax Year 2022	041-007-016-0080	Autozone Inc	150,285		2022-46027								
Tax Year 2022	041-007-016-0183	Autozone Inc	745,890		2022-46027								
Tax Year 2022	044-097-000-0062	Medical Towers Sub LLC	34,458,837		2022-46053								
Tax Year 2022	042-176-000-0185	Ranger H TX LP	6,475,895		2022-46467								
Tax Year 2022	019-010-000-0010	AlSCO Inc	2,109,740		2022-46936								
Tax Year 2022	139-068-001-0001	AlSCO Inc	3,575,750		2022-46936								
Tax Year 2022	133-890-001-0001	CPUS Elan MED LP	60,790,273		2022-47314								
Tax Year 2022	010-014-000-0006	Greenbriar Holding Houston	6,557,596		2022-47317								
Tax Year 2022	138-196-001-0001	Sculptura Mob LP	52,523,366		2022-47522								
Tax Year 2022	033-255-004-0001	Excelsior Land Co Inc	6,308,778		2022-47530								
Tax Year 2022	132-586-001-0001	Simi Investment Company LTD	1,024,217		2022-47666								
Tax Year 2022	139-387-001-0001	Texas HCP Medical office building LP	32,884,247		2022-48300								
Tax Year 2022	122-022-001-0001	Houston Griggs Rd LLC	840,437		2022-48591								
Tax Year 2022	061-126-033-0017	Seed of Abraham	2,769,311		2022-48943								
Tax Year 2022	125-146-001-0001	LPF Memorial Hermann Property LLC	290,846,211		2022-49074								
Tax Year 2022	135-306-001-0003	AC Campus Vue Senior Apts LLC	10,352,256		2022-49175								
Tax Year 2022	135-306-001-0002	AC Campus Vue Senior Apts LLC	45,378,024		2022-49178								
Tax Year 2022	140-808-001-0001	Boone Manor Owner LLC	59,430,529		2022-49198								
Tax Year 2022	134-749-001-0002	1699 HPR LLC	68,491,717		2022-49236								
Tax Year 2022	131-653-001-0001	FKM Partnership	4,238,132		2022-49710								
Tax Year 2022	033-278-001-0001	HM Southmore LLC	95,473,297		2022-49754								
Tax Year 2022	061-126-033-0020	Success Financial Investments Inc	4,673,827		2022-50479								
Tax Year 2022	039-163-000-0001	HTA Park Plaza LLC	51,229,086		2022-50693								
Tax Year 2022	091-222-000-0002	Depends LLC	3,059,727		2022-51490								
Tax Year 2022	039-174-000-0003	BMEF Plaza Limited Partnership	45,022,421		2022-51827								
Tax Year 2022	137-275-001-0001	Zhejiang Blossom Tourism	55,283,605		2022-51905								
Tax Year 2022	139-649-001-0001	Vesper Tower5040 LLC	44,593,762		2022-51921								
Tax Year 2022	122-987-001-0001	St Del Rio Holdings LP	10,676,683		2022-51923								
Tax Year 2022	123-237-001-0001	St Del Rio Holdings LP	12,399,876		2022-51923								
Tax Year 2022	022-170-000-0003	Wishing Well Prop LLC	100,000		2022-52122								

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Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Tax Year 2022	022-170-000-0004	Wishing Well Prop LLC	254,560		2022-52122								
Tax Year 2022	130-782-001-0001	Mekdessi Fouad	1,687,780		2022-52147								
Tax Year 2022	130-782-001-0002	Mekdessi Fouad	3,624,647		2022-52147								
Tax Year 2022	130-102-000-0002	PR III TH CPR Mosaic Owner LP	3,218,752		2022-52233								
Tax Year 2022	130-102-000-0003	PR III TH CPR Mosaic Owner LP	91,853,207		2022-52233								
Tax Year 2022	130-102-000-0004	PR III TH CPR Mosaic Owner LP	2,135,404		2022-52233								
Tax Year 2022	041-031-033-0014	Perlo Development I Inc	4,767,119		2022-52253								
Tax Year 2022	017-155-000-0023	3509 Elgin LLC	38,430		2022-52302								
Tax Year 2022	022-178-000-0014	3509 Elgin LLC	15,030		2022-52302								
Tax Year 2022	137-873-002-0001	3509 Elgin LLC	40,500,700		2022-52302								
Tax Year 2022	134-752-001-0001	Mcref Premier LLC	49,567,796		2022-52660								
Tax Year 2022	046-036-004-0003	PRJ Enterprises LTD	4,105,000		2022-52834								
Tax Year 2022	133-025-001-0001	Balcor Parc Binz I LLC	22,604,342		2022-53258								
Tax Year 2022	022-165-000-0003	Wholesale Electric Supply	5,286,071		2022-53271								
Tax Year 2022	129-928-001-0001	Wholesale Electric Supply	5,912,128		2022-53271								
Tax Year 2022	139-452-000-0001	Houston 5110 Griggs Road Retail LLC	2,271,546		2022-53622								
Tax Year 2022	025-024-054-0002	Hampstead MD Hou LP	9,250,000		2022-53820								
Tax Year 2022	134-385-001-0001	532 Title Way LLC	35,357,281		2022-53920								
Tax Year 2022	045-064-000-0354	6045 Scott Street Inc	1,496,367		2022-54000								
Tax Year 2022	123-118-001-0001	7227 Fannin Mgmt	3,782,264		2022-54300								
Tax Year 2022	039-166-000-0001	Houston - PPH LLC	21,162,065		2022-55436								
Tax Year 2022	150-245-001-0001	Houston - PPH LLC	35,269,200		2022-55436								
Tax Year 2022	044-094-000-0147	Cambridge Real Estate Investors LLC	7,785,914		2022-55999								
Tax Year 2022	045-064-000-0015	OST Scott Ren LLC	11,241,816		2022-56158								
Tax Year 2022	045-064-000-0017	OST Scott Ren LLC	491,410		2022-56158								
Tax Year 2022	041-007-015-0020	DML GM Plaza LP	958,307		2022-56400								
Tax Year 2022	041-007-015-0021	DML GM Plaza LP	3,288,181		2022-56400								
Tax Year 2022	041-007-015-0036	DML Griggs Plaza LP	457,720		2022-56400								
Tax Year 2022	041-007-016-0012	DML Griggs Plaza LP	952,426		2022-56400								
Tax Year 2022	041-007-016-0018	DML Griggs Plaza LP	2,821,567		2022-56400								
Tax Year 2022	125-916-001-0001	Double Tee Time LTD Company	3,680,079		2022-56578								
Tax Year 2022	042-196-000-0037	SRI Janma Bhumi Interests LLC	36,194,419		2022-56631								
Tax Year 2022	042-176-000-0001	Agellan Commercial Reit US LP	5,375,411		2022-56705								
Tax Year 2022	121-508-001-0002	MBB Group Investments LLC	932,518		2022-56955								
Tax Year 2022	010-013-000-0017	Global New Millenium Partners LTD	645,632		2022-57148								
Tax Year 2022	069-028-004-0006	Allstate BK Real Estate Holdings LTD	1,217,166		2022-57148								
Tax Year 2022	138-998-001-0001	Global New Millenium Partners LTD	4,613,362		2022-57148								
Tax Year 2022	033-264-000-0003	Texas Healthcare Portfolio II DST	1,195,150		2022-57260								
Tax Year 2022	033-264-000-0005	Texas Healthcare Portfolio II DST	622,564		2022-57260								
Tax Year 2022	033-267-000-0002	Texas Healthcare Portfolio II DST	7,945,400		2022-57260								
Tax Year 2022	033-267-000-0005	Texas Healthcare Portfolio II DST	1,875,000		2022-57260								
Tax Year 2022	117-879-001-0002	Irolo Villas LLC	1,368,821		2022-57311								
Tax Year 2022	010-017-000-0001	Cube HHF LP	8,305,045		2022-57655								
Tax Year 2022	044-097-000-0075	Ventas Realty LTD Prtnshp	13,695,457		2022-59295								
Tax Year 2022	010-018-000-0011	Bulldog Enterprises LLC	1,421,014		2022-59608								
Tax Year 2022	039-156-000-0001	Transformation 5701 LLC	37,781,087		2022-59614								
Tax Year 2022	039-161-000-0001	Transformation 5701 LLC	5,048,380		2022-59614								

**Greater Southeast Management District
Lawsuit and Arbitration Status Detail as of 11/4/2022**

Jur 944

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HICAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Tax Year 2022	129-490-001-0001	National Village Holdings LTD	2,736,520		2022-59817								
Tax Year 2022	010-015-000-0014	WFD Holdings Inc	4,139,065		2022-60088								
Tax Year 2022	019-308-000-0010	BS Gambhir LLC	1,192,662		2022-60191								
Tax Year 2022	141-856-001-0001	DWR Regency 20LP	4,889,341		2022-60503								
Tax Year 2022	140-119-001-0001	PS LPT Properties Investors	11,050,012		2022-61321								
Tax Year 2022	130-553-001-0001	Kapoor Mehta LLC	2,132,965		2022-61777								
Tax Year 2022	124-826-001-0001	Nulrana Investments LLC	3,304,505		2022-62815								
Tax Year 2022	125-034-001-0001	Houston Leased Housing Association	12,850,984		2022-62868								
Tax Year 2022	042-066-000-0013	Norvin Almeda LP	10,961,367		2022-63796								
Tax Year 2022	139-726-001-0001	MacGregor Grocery LLC	26,761,600		2022-64161								
Tax Year 2022	046-036-000-0120	JML Apts LLC	1,140,729		2022-64457								
Tax Year 2022	061-125-000-0024	Camden Hotels Inc	1,370,575		2022-64690								
Tax Year 2022	010-006-000-0020	2ML Real Estate Interest Inc	11,395,375		2022-64858								
Tax Year 2022	045-064-000-0300	Ramlaxmi Enterprises Inc	958,848		2022-65256								
Tax Year 2022	042-176-000-0073	Turk Jack J	99,340		2022-65402								
Tax Year 2022	042-176-000-0197	S Loop East PH II LLC	1,780,607		2022-65402								
Tax Year 2022	072-059-002-0041	Dalwadi Hospitality Ost LLC	318,000		2022-66106								
Tax Year 2022	072-059-002-0042	Dalwadi Hospitality Ost LLC	574,869		2022-66106								
Tax Year 2022	041-007-008-0055	Marquee Realty	608,246		2022-68275								
Tax Year 2022	Total	Unsettled Accounts, original value	1,952,580,761										
Tax Year 2022	Total	Unsettled Accounts, number of accounts	136										

Greater Southeast Management District Lawsuit and Arbitration Status Detail as of 11/4/2022

Jur 944

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HICAD	Settled Value	Reduction in Value	% Reduction in Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent to Owner	Date Refund Notice Sent to Bkpr
Cumulative													
Settled													
Cumulative	Grand Total	Settled Accounts, original value	10,315,661,990					987,014,620					
Cumulative	Grand Total	Settled Accounts, number of accounts	1,392										
Unsettled													
Cumulative	Grand Total	Unsettled Accounts, original value	2,652,579,348										
Cumulative	Grand Total	Unsettled Accounts, number of accounts	224										

Color Legend

Light Gray	Settled previously
Yellow	Settled as of this report
White	Unsettled
Pink	Unsettled and new since previous report

Abbreviations

NA	Not applicable
x	Previous to implementation of Designation Form
DELQ	Refund was not issued -- Reduction in assessment was applied to the account, and account still has a balance due.
BASA	Billed at settled amount -- Account had not been billed for this tax year before the lawsuit was settled; so account was adjusted (if needed) and billed at the settled amount.
NYB	Not yet billed
25.25b	Settled under Tax Code 25.25b; refund processed



**HOUSTON
SOUTHEAST**

BUDGET AND FINANCE

Greater Southeast Management District
Balance Sheet With Previous Month Comparison
As of October 31, 2022

	<u>31-Oct-22</u>	<u>30-Sep-22</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets:				
Checking/Savings				
TexPool FTA	747,082	724,447	22,635	3%
Wells Fargo-FTA	0	0	0	0%
Operating Accounts				
JPMorganChase-Business Checking	49,034	10,416	38,618	371%
Wells Fargo-Tax Assessor	1,860	2,507	(647)	100%
Chase Checking Account	23,205	12,528	10,677	85%
Total Operating Accounts	<u>74,099</u>	<u>25,451</u>	<u>48,648</u>	<u>191%</u>
Investment Accounts				
TexPool				
TexPool - Other	3,496,219	3,777,391	(281,172)	-7%
Total TexPool	<u>3,496,219</u>	<u>3,777,391</u>		
Unity National Bank	16,036	16,036	0	0%
AmegyBank Of Texas	3,566	1,036	2,530	244%
Total Investment Accounts	<u>3,515,821</u>	<u>3,794,463</u>	<u>(278,642)</u>	<u>-7%</u>
Total Checking/Savings	<u>4,337,002</u>	<u>4,544,361</u>	<u>(207,359)</u>	<u>-5%</u>
Accounts Receivable				
Receivables Supplemental Agreem	0	0	0	0%
Receivable TIRZ OST/Palm CtrLiv	0	0	0	100%
Receivable TIRZ EPS Reimb Grant	10,114	20,206	(10,092)	-50%
Receivable TIRZ FTA Grant Reimburse	0	20,806	(20,806)	100%
Total Accounts Receivable	<u>10,114</u>	<u>41,012</u>	<u>(30,898)</u>	<u>-75%</u>
Other Current Assets				
Prepaid Expenses	3,321	3,736	(415)	-11%
Accounts Receivable-Assessments				
Receivable Assessment-2022	(0)	(0)		
Receivable Assessment-2021	111,334	84,874	26,460	31%
Receivable Assessment-2020	209,134	200,774	8,360	4%
Receivable Assessment-2019	94,197	94,198	(1)	0%
Receivable Assessments-2018	17,611	16,534	1,077	7%
Receivable Assessment-2017	8,508	8,508	0	0%
Receivable Assessment-2016	3,312	3,312	0	0%
Receivable Assessment-2015	2,592	2,592	0	0%
Receivable Assessment-2014	7,782	7,782	0	0%
Receivable Assessment-2013	5,871	5,871	0	0%
Receivable Assessment-2012	5,071	5,071	0	0%
Receivable Assessment-2011	4,445	4,445	0	0%
Receivable Assessment-2010	6,570	6,570	0	0%
Receivable Assessment-2009	8,756	8,756	0	0%
Receivable Assessment-2008	5,515	5,515	0	0%
Receivable Assessment-2007	294	294	0	0%
Receivable Assessment-2006	190	190	0	0%
Receivable Assessment-2005	308	308	0	0%
Receivable Assesmt 2004 & Prior	412	412	0	0%
Total Accounts Receivable-Assessments	<u>491,901</u>	<u>456,005</u>	<u>9,436</u>	<u>2%</u>
Total Other Current Assets	<u>495,222</u>	<u>459,741</u>	<u>9,021</u>	<u>2%</u>
Total Current Assets	<u>4,842,338</u>	<u>5,045,114</u>	<u>(202,776)</u>	<u>-4%</u>
Fixed Assets				
Computer Equipment	3,649	3,649	0	0%
Accumulated Depreciation	(3,649)	(3,649)	0	0%
Total Fixed Assets	<u>0</u>	<u>0</u>	<u>0</u>	<u>0%</u>
TOTAL ASSETS	<u>4,842,338</u>	<u>5,045,114</u>	<u>(202,776)</u>	<u>-4%</u>

**Greater Southeast Management District
Balance Sheet With Previous Month Comparison
As of October 31, 2022**

LIABILITIES AND FUND BALANCE/ NET ASSETS

Liabilities

Current liabilities:

Accounts payable

8010 - Accounts payable	<u>124,270</u>	<u>204,497</u>	<u>(80,227)</u>	<u>-39%</u>
Total Accounts Payable	124,270	204,497	(80,227)	-39%

Other Current Liabilities

Amount Due Parkwood Civic Grant	4,350	4,350	0	0%
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Deposits in Transit	3,685	6,192	(2,507)	-40%
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Overpayments Due to Taxpayers

Uncleared Due Taxpayers - Other	(24,459)	(62,483)	38,024	-61%
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Total Overpayments Due to Taxpayers	<u>(24,459)</u>	<u>(62,483)</u>	<u>38,024</u>	<u>-61%</u>
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Deferred Revenue	<u>870,654</u>	<u>834,758</u>	<u>35,896</u>	<u>4%</u>
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Total Other Current Liabilities	<u>854,230</u>	<u>782,818</u>	<u>71,413</u>	<u>9%</u>
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Total Current Liabilities	978,500	987,315	(8,815)	-1%
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Total Liabilities	978,500	987,315	(8,815)	-1%
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EQUITY

6010 - Assigned Surplus	3,354,342	3,354,342	0	0%
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Net Income	<u>509,495</u>	<u>703,457</u>	<u>(193,962)</u>	<u>-28%</u>
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Total Equity	<u>3,863,837</u>	<u>4,057,799</u>	<u>(193,962)</u>	<u>-5%</u>
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TOTAL LIABILITIES & EQUITY	<u><u>4,842,338</u></u>	<u><u>5,045,114</u></u>	<u><u>(202,776)</u></u>	<u><u>-4%</u></u>
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Greater Southeast Management District
Profit & Loss With Previous Month & YTD Comparison
For the Ten Months Ended October 31, 2022

	31-Oct-22	30-Sep-22	\$ Change	% Change	Jan - October 2022
Ordinary Income/Expense					
Income					
4032 · Grant Revenue Union Pacific	0	20,806	(20,806)	100%	172,514
4056 · Supplemental Agrmnt Shared Scvs	0	0	0	0%	9,544
4060 · Enhanced Public Safety Revenue	10,114	8,653	1,461	17%	100,878
4057 · Income (Other)	3,188	0	3,188	0%	7,515
4010 · Tax Assessment Revenue	(35,896)	3,004	(38,900)	(1,295%)	2,381,994
4020 · Tax Assessor Other Revenue	6,507	1,786	4,721	264%	48,088
4050 · Interest Income	10,804	9,156	1,648	18%	44,585
Total Income	(5,283)	43,405	(48,688)	(112%)	2,765,119
Gross Profit	(5,283)	43,405	(48,688)	(112%)	2,765,119
Expense					
1000 · District Administration					
District Management					
Assessed Taxpayer Return Ck	0	0	0	0%	360
1015 · Management & Administrative Svc					
2015 · Professional Services					
2015-2 · Legal Services	15,483	8,963	6,520	73%	54,073
2015-1b · Accounting Services	1,300	1,300	0	0%	14,300
2015-5 · Assessment Management Services	3,557	9,226	(5,669)	(61%)	50,802
Total 2015 · Professional Services	20,340	19,489	851	4%	119,175
2015-9 · Administrative Management Svcs	15,833	15,824	9	0%	177,748
Total 1015 · Management & Administrative Svc	36,173	35,313	860	2%	296,923
2000 · Office Expense					
2006 · ADP Fees	(93)	79	(172)	100%	900
2030-4 · Parking/UBER	0	0	0	0%	0
2071 · Mics- Other	0	0	0	0%	275
1005 · Insurance	415	415	0	0%	6,089
2015-12 · Computer/Website Consultant	0	0	0	0%	1,717
2030-22 · Depreciation Expense	0	0	0	0%	942
2025-22 · Office Rent/Storage Unit Rent	2,228	2,228	0	0%	23,704
2020-22 · Telephone	323	316	7	2%	4,871
2007 · Copier Expense	0	0	0	0%	0
2005 · Bank Charges	62	71	(9)	(13%)	563
2020 · Office Supplies/Postage	0	0	0	0%	631
2030 · Travel/Training Expenses	0	0	0	0%	3,015
2035 · Meeting Expense					
2035-1 · Board Meeting Expense	110	9	101	1,122%	3,192
Total 2035 · Meeting Expense	110	9	101	1,122%	3,192
2045 · Membership & Subscription	0	0	0	0%	640
Total 2000 · Office Expense	3,045	3,118	(73)	(2%)	46,539
Total District Management	39,218	38,431	787	2%	343,461
Total 1000 · District Administration	39,218	38,431	787	2%	343,461
3000 · District Svcs & Improvements					
3005 · Transporation & Local Mobility					
3005-40 · Management of T&LM					
Legal	2,228	2,228	0	0%	5,198
Meeting & Office Expense	115	58	57	100%	521
Program & Project Personnel					
Salaries & Benefits	6,874	6,305	569	9%	66,534
Total Program & Project Personnel	6,874	6,305	569	9%	66,534
Total 3005-40 · Management of T&LM	9,217	8,591	626	7%	72,253
3005-20 · Planning Coordinatioin Fund Dev					
3005-21 · The GoodmanCorpProjectMgmt	16,862	12,910	3,952	31%	150,343
Total 3005-20 · Planning Coordinatioin Fund Dev	16,862	12,910	3,952	31%	150,343
3005-08 · Federal RailRoad Grant	711	25,122	(24,411)	100%	176,928
3005-09 · Federal RailRoad Grant Local Match	357	12,599	(12,242)	100%	88,730
3005-10 · Houston Bike Share Project	0	0	0	0%	32,988
3005-37 · Neighborhood Greenways Bicycle	0	0	0	0%	2,000
3005-38 · Custom Bus Shelters	131	1,006	(875)	(87%)	5,387
Total 3005-13 · Multi-Modal Trans Develop	1,199	38,727	(37,528)	(97%)	306,033
Total 3005 · Transporation & Local Mobility	27,278	60,228	(32,950)	(55%)	528,629

**Greater Southeast Management District
Profit & Loss With Previous Month & YTD Comparison
For the Ten Months Ended October 31, 2022**

3010 · Environ, Urban, Design & Visual					
3010-56 · Supplemental Lighting Services	0	0	0	(100%)	37,362
3010-19 · Farmers Market & Comm Garden	800	800	0	0%	8,000
3010-70 · Planning Coordination Fund Dev	0	0	0	0%	0
3010-60 · Management of EUD&VI					
Legal Fees	0	495	(495)	100%	866
Meeting & Office Expense	116	0	116	100%	116
Salaries & Benefits	6,874	6,363	511	8%	62,713
Total Program & Project Personnel	6,990	6,858	132	2%	63,695
Total 3010-60 · Management of EUD&VI	6,990	6,858	132	2%	63,695
3010-50 · Right-Of-Way Maint/Median Enh					
3005-7 · COH Add'l Maint Park @ Palm Center	0	0	0	0%	919
3010-1b · Design Phase Services	965	973	(8)	100%	1,938
3010-21 · V&I Beautification Maintenance	42,141	46,436	(4,295)	(9%)	468,893
3010-29 · Bus Shelter Maintenance	3,333	3,333	0	0%	33,332
3010-31 · Water for Street Enhancements	2,818	1,318	1,500	114%	16,289
3010-30 · Waste Removal/Management	704	704	0	0%	6,124
3010-57 · Landscape Maint/Hardscape Repairs	0	0	0	0%	8,639
3010-51 · Landscape Architectural Svcs	0	0	0	0%	0
Total 3010-50 · Right-Of-Way Maint/Median Enh	49,961	52,764	(2,803)	(5%)	536,134
3010-20 · Graffiti Abatement Program	1,360	1,020	340	33%	13,260
Total 3010 · Environ, Urban, Design & Visual	59,111	61,442	(2,331)	(4%)	658,451
3015 · Enhanced Pub. Safety Svcs					
3015-40 · Management of EPSS					
Program & Project Personnel					
Meeting & Office Expense	57	0	57	0%	849
Salaries & Benefits	0	0	0	0%	4,509
Total Program & Project Personnel	57	0	57	0%	5,358
Total 3015-40 · Management of EPSS	57	0	57	0%	5,358
3015-20 · EPS Program					
3015-22 · Bike Patrol Coordinator	3,000	3,000	0	0%	30,000
3015-23 · Bike/Motorcycle Patrol	10,194	10,966	(772)	(7%)	96,515
3015-9 · HSE Collaborative PSS	1,125	0	1,125	100%	2,375
3015-21 · Constables	44,350	49,578	(5,228)	(11%)	490,553
Total 3015-20 · EPS Program	58,669	63,544	(4,875)	(8%)	619,443
Total 3015 · Enhanced Pub. Safety Svcs	58,726	63,544	(4,818)	(8%)	624,801
3020 · Business & Economic Development					
3005-36 · Innovation/Technology Initiative					
Program & Project Personnel					
Legal Fees	0	0	0	100%	124
Salaries & Benefits	0	0	0	0%	0
Total Program & Project Personnel	0	0	0	0%	124
3020-41 · Conferences/Workshop/Seminars	0	0	0	0%	120
Total 3020-40 · Management of B&ED	0	0	(1)	0%	244
3020-27 · Business Fair/District Merchan	0	0	0	0%	0
Total 3020 · Business & Economic Development	0	0	(1)	0%	244
3025 · Marketing, Public Relations/Per					
3025-33 · Sponsorships					
Program & Project Personnel					
Legal Fees	625	2,351	(1,726)	100%	6,070
Salaries & Benefits	0	0	0	0%	6,244
Total Program & Project Personnel	625	2,351	(1,726)	0%	12,314
Total 3025-50 · Management of MPR&PE	625	2,351	(1,726)	0%	12,314
3025-40 · Public Relations Program	0	0	0	100%	11,009
3025-30 · District Branding Initiatives	0	0	0	0%	7,467
3025-20 · Planning Coordination Fund Dev	3,633	0	3,633	100%	3,633
Total 3025 · Marketing, Public Relations/Per	4,258	57,351	(53,093)	(93%)	99,423
Total 3000 · District Svcs & Improvements	149,463	242,620	(93,157)	(38%)	1,911,802
Total Expense	188,681	281,051	(92,370)	(33%)	2,255,624
Net Ordinary Income	(193,964)	(237,646)	43,682	(18%)	509,495
Net Income	(193,964)	(237,646)	43,682	(18%)	509,495

Greater Southeast Management District

Recurring and Non-Recurring

As of October 31, 2022

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
10/31/2022	Hawes Hill & Associates LLP	ADMIN: Monthly Professional Consulting Administration Fee & Reimbursements for October 2022	\$ 15,833
10/31/2022	Bracewell LLP	ADMIN: Legal Services for October 2022	\$ 10,128
10/25/2022	Bratton & Associates, PLLC	ADMIN: Professional Legal Services for August 31, 2022	\$ 1,820
10/24/2022	Bratton & Associates, PLLC	ADMIN: Professional Legal Services for July 31, 2022	\$ 1,610
10/31/2022	Bratton & Associates, PLLC	ADMIN: Professional Legal Services for September 30, 2022	\$ 1,925
10/31/2022	McConnell & Jones, LLP	ADMIN: Accounting/Bookkeeper Services for October 2022	\$ 1,300
10/01/2022	Equi-Tax, Inc.	ADMIN: Assessment Collection Monthly fee for October 2022	\$ 2,711
10/04/2022	Perdue, Brandon, Fielder, Collins, & Mott	ADMIN: Professional Services Rendered in Collections for 8/30/2022 - 9/28/2022	\$ 847
10/11/2022	ADP Payroll Fees	ADMIN: Payroll Processing Fees for 10/15/22	\$ 79
10/31/2022	Texas Municipal League	ADMIN: Insurance expense Multi-Coverage Policies for October 2022	\$ 415
10/31/2022	iStorage	ADMIN: Storage Unit Rent Unit 4144 - October 2022	\$ 226
10/01/2022	Abdullatif & Company, LLC	ADMIN: Rent October 2022	\$ 2,002
10/01/2022	Comcast Business VoiceEdge	ADMIN: Business VoiceEdge Services for 10/15/2022 to 11/14/2022 Inv# 157461821	\$ 162
10/01/2022	Comcast Business VoiceEdge	ADMIN: Business VoiceEdge Services for 9/15/2022 to 10/14/2022	\$ 161
ADMIN			\$ 39,218
10/31/2022		T&LM: Salaries and benefits for the period of 10/1/2022 to 10/31/2022	\$ 6,989
10/31/2022	Bracewell LLP	T&LM: Legal Services for October 2022	\$ 2,228
10/31/2022	The Goodman Corporation	T&LM: Fund Development & Planning Coordination Initiatives Svcs- October 2022	\$ 16,862
10/12/2022	Union Pacific Railroad Company	T&LM: On Call Engineering Services forthe Union Pacific Railroad Grant 3/2/22 to 9/4/22	\$ 1,068
10/27/2022	Mobile Mini	T&LM: Storage rental for bus shelters 10/27/2022 to 11/23/2022	\$ 131
T&LM			\$ 27,278
10/31/2022		EUD&VI: Salaries and benefits for the period of 10/1/2022 to 10/31/2022	\$ 6,990
10/31/2022	Terry Garner	EUD&VI: Community Garden Facilitator Services at Palm Center Community Garden - October 2022	\$ 800
10/31/2022	Flores Quality Services	EUD&VI: District Maintenance Monthly Services for October 2022	\$ 42,141
10/31/2022	Flores Quality Services	EUD&VI: District Maintenance Monthly Services for Metro Bus Shelters for October 2022	\$ 3,333
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022- 2201 Blodgett	\$ 77
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022- 6192 Main	\$ 7
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 2022 Blodgett	\$ 32
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 2300 Tuam	\$ 7
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 2333 Southmore	\$ 7
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 2824 Blodgett	\$ 120
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 3093 Blodgett	\$ 10
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 4002 Griggs	\$ 18
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 4003 Griggs	\$ 10
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 6032 Main	\$ 7
10/07/2022	City of Houston Water Department	EUD&VI: Water charges for period 9/08/2022 to 10/07/2022 - 6215 Main	\$ 7
10/01/2022	Waste Connections of TX, LLC	EUD&VI: Waste Removal Services for October 2022	\$ 341
10/01/2022	Waste Connections of TX, LLC	EUD&VI: Waste Removal Services for October 2022	\$ 363
10/31/2022	East End District	EUD&VI: Field services for October 31, 2022	\$ 966
10/31/2022	East End District	EUD&VI: Grafitti Abatement Services for October 2022	\$ 1,360
EUD&VI			\$ 59,112

Greater Southeast Management District

Recurring and Non-Recurring

As of October 31, 2022

Date	Name	Memo	Amount
10/31/2022	Franklin Gans, Jr.	EPS: Coordinator fee for October 2022	\$ 3,000
10/31/2022	Mark Andrus	EPS: Bike/Motorcycle Patrol for October 2022	\$ 1,232
10/31/2022	Cory Cloud	EPS: Bike/Motorcycle Patrol for October 2022	\$ 1,078
10/31/2022	Joe Fleming	EPS: Bike/Motorcycle Patrol for October 2022	\$ 2,808
10/31/2022	Ernest McNichols	EPS: Bike/Motorcycle Patrol for October 2022	\$ 1,404
10/31/2022	Fitzgerald Plummer	EPS: Bike/Motorcycle Patrol for October 2022	\$ 1,112
10/31/2022	Aldrin Sampson	EPS: Bike/Motorcycle Patrol for October 2022	\$ 1,232
10/31/2022	Keith Seafous	EPS: Bike/Motorcycle Patrol for October 2022	\$ 1,385
10/13/2022	Harris County Treasurer	EPS: Constables November 2022	\$ 44,350
10/06/2022	Texas Security Shredding	EPS: Shred Day 10-8-22	\$ 1,125
EPS			\$ 58,726
10/19/2022	UBER	B&ED: Monthly Uber Vouchers for June 1, 2022 - June 30, 2022	\$ 55
10/31/2022	UBER	B&ED: Monthly Uber Vouchers for October 1, 2022 - October 31, 2022	\$ 35
B&ED			\$ 90
10/31/2022	Bracewell LLP	MPR&PE: Legal Services for October 2022	\$ 2,351
10/06/2022	Southern Sound Systems Inc.	MPR&PE: Lunch & Learn - Ligthing & Sound Rental Equipment	\$ 1,471
10/19/2022	Kendall Thompson	MPR&PE: Lunch & Learn - Photographer	\$ 435
MPR&PE:			\$ 4,258
TOTAL RECURRING & NON-RECURRING EXPENSE			\$ 188,681

GREATER SOUTHEAST MANAGEMENT DISTRICT FISCAL YEAR 2023 BUDGET PROFILE	FY 2022 BUDGET BOD approved 1/12/2022	FY 2022 ESTIMATE	FY 2023 BUDGET
District Budget Line Items			
BEGINNING FUND BALANCE	\$ 3,147,763	\$ 2,981,674	\$ 3,902,851
SOURCES OF FUNDS			
Assessments	\$ 2,860,546	\$ 3,317,890	\$ 3,469,259
Assessment Penalty and Interest	\$ 55,000	\$ 48,089	\$ 60,000
Overpayments	\$ 230,000	\$ 253,127	\$ 253,000
Assessment Refunds	\$ (230,000)	\$ (251,001)	\$ (253,000)
Federal Rail Administration Griggs Mykawa Rail Safety	\$ 530,000	\$ 172,514	\$ 161,486
Enhanced Public Safety Reimbursement Income (TIRZ#7)	\$ 196,672	\$ 95,236	\$ 186,000
METRO CRISI Reimbursement- Griggs Mykawa Rail Safety	\$ 100,000	\$ -	\$ -
METRO Shelter Program Reimbursement	\$ 109,857	\$ -	\$ 189,408
H-GAC Solid Waste Grant	\$ -	\$ -	\$ 112,500
Interest Revenue	\$ 5,000	\$ 44,584	\$ 38,781
Other Revenue	\$ -	\$ 9,544	\$ -
TOTAL REVENUES	\$ 3,857,075	\$ 3,689,983	\$ 4,217,434
TOTAL AVAILABLE RESOURCES	\$ 7,004,838	\$ 6,671,657	\$ 8,120,285
EXPENDITURES			
District Administration Expenses			
District Management & Office/Operations including Board of Directors	\$ 305,840	\$ 270,639	\$ 357,400
Legal Services	\$ 26,460	\$ 29,628	\$ 30,000
Accounting Services	\$ 16,600	\$ 16,600	\$ 16,600
Annual Auditing Services	\$ 14,000	\$ 14,000	\$ 14,000
Assessment Management Services	\$ 53,000	\$ 55,801	\$ 50,000
District Administration	\$ 415,900	\$ 386,668	\$ 468,000
District Services & Improvement Expenses:			
Enhanced Public Safety Services			
Enhanced Public Safety Program	\$ 762,747	\$ 764,910	\$ 776,737
Houston Southeast Collaborative Public Safety Services	\$ 4,000	\$ 3,375	\$ 4,000
Emergency Preparedness Program (Including Emergency Plan)	\$ 500	\$ -	\$ 500
Fire Safety Program	\$ 500	\$ -	\$ 500
Planning Coordination & Fund Development Services	\$ 4,500	\$ -	\$ 4,500
Management of EPSS	\$ 13,062	\$ 10,658	\$ 5,000
Enhanced Public Safety Services	\$ 785,309	\$ 778,943	\$ 791,237
Environmental, Urban Design & Visual Improvement Services			
Right-of-Way Maintenance & Median Enhancement Program	\$ 788,690	\$ 678,264	\$ 963,392
Graffiti Abatement Program	\$ 16,320	\$ 16,320	\$ 16,320
Supplemental Lighting Project	\$ 270,000	\$ 37,361	\$ 780,000
Urban Design Standards, Flood Mitigation Planning, Placemaking and Public Art Initiatives - "Monument Program 2023"	\$ 68,000	\$ 7,938	\$ 824,150
Planning Coordination & Fund Development Services	\$ 5,000	\$ -	\$ 5,000
Management of EUD&VI	\$ 68,540	\$ 71,991	\$ 65,940
Environment, Urban, Design & Visual Improvement Services	\$ 1,216,550	\$ 811,874	\$ 2,654,802
Transportation & Local Mobility Services			
Joint Infrastructure Program	\$ 586,000	\$ 12,000	\$ 644,239
Multi-Modal Transportation and TOD Initiatives Project	\$ 611,948	\$ 408,005	\$ 1,120,500
Planning Coordination and Fund Development Services	\$ 217,622	\$ 190,343	\$ 300,475

GREATER SOUTHEAST MANAGEMENT DISTRICT FISCAL YEAR 2023 BUDGET PROFILE	FY 2022 BUDGET BOD approved 1/12/2022	FY 2022 ESTIMATE	FY 2023 BUDGET
Management of T&LM	\$ 88,540	\$ 80,540	\$ 68,540
Transportation & Local Mobility	\$ 1,504,110	\$ 690,888	\$ 2,133,754
Business and Economic Development Services			
Retail, Office and Industrial Development Program	\$ 225,000	\$ -	\$ 225,000
Innovation/Technology Initiatives	\$ 157,500	\$ 165	\$ 157,500
Workforce Development Collaborative Program	\$ 25,000	\$ -	\$ 20,000
Historic Preservation & Façade Improvement Collaborative Program	\$ 25,000	\$ -	\$ 25,000
Planning Coordination & Fund Development Services:	\$ 75,000	\$ -	\$ 75,000
Management of B&ED	\$ 55,000	\$ 604	\$ 55,000
Business & Economic Development	\$ 562,500	\$ 769	\$ 557,500
Marketing, Public Relations & Perception Enhancement Services			
District Branding Initiatives	\$ 50,000	\$ 7,457	\$ 50,000
Public Relations Program	\$ 50,000	\$ 11,008	\$ 50,000
Sponsorships	\$ 50,000	\$ 65,000	\$ 50,000
Planning Coordination and Fund Development	\$ 15,000	\$ 4,510	\$ 15,000
Management of MPR&PE	\$ 65,000	\$ 11,689	\$ 65,000
Marketing, Public Relations & Perception Enhancement Services	\$ 230,000	\$ 99,664	\$ 230,000
Total Expenditures	\$ 4,714,369	\$ 2,768,806	\$ 6,835,293
TOTAL BUDGET	\$ 2,290,469	\$ 3,902,851	\$ 1,284,992
Restricted Funds - Capital Projects	\$ -	\$ 3,200,000	\$ 582,141
Committed/Assigned	\$ 1,870,867	\$ 286,891	\$ 286,891
Un-Restricted	\$ 419,602	\$ 415,960	\$ 415,960
ENDING FUND BALANCE	\$ 2,290,469	\$ 3,902,851	\$ 1,284,992

THE STATE OF TEXAS

COUNTY OF HARRIS

I. PARTIES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made between the GREATER SOUTHEAST MANAGEMENT DISTRICT, a municipal management district created by the State of Texas and organized under the provisions of Chapter 375, Texas Local Government Code, and Chapter 3815, Texas Special District Local Laws Code (“District”), and MCCONNELL & JONES LLP, a limited liability partnership doing business in the State of Texas (“Accountant”).

A. Address

The initial addresses of the Parties, which one party may change by giving written notice to the other party, are as follows:

<p><u>District</u> Greater Southeast Management District c/o Brian Smith, Board Chair 5445 Alameda Road, Suite 503 Houston, Texas 77004</p>	<p><u>Accountant</u> McConnell & Jones, LLP c/o Tene Thomas, Partner 4828 Loop Central Drive, Suite 1000 Houston, Texas 77081</p>
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The Parties agree as follows:

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Exhibit “A” - Scope of Work

Exhibit “B” - Certificate of Insurance

C. Parts Incorporated

The above-designated sections and exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

E. Signatures

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the _____ day of _____, 2022 (“Effective Date”).

MCCONNELL & JONES LLP

GREATER SOUTHEAST MANAGEMENT DISTRICT

By: _____
Tene Thomas
Partner
Tax Identification #76-0488832

By: _____
Brian Smith
Board Chair

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

“Accountant” is defined in the preamble of this Agreement and includes its successors and assigns.

“Agreement” means this contract between the Parties, including all exhibits and any written amendments authorized by District and the Accountant.

“Board” means the Board of Directors of the District.

“District” is defined in the preamble of this Agreement and includes its successors and assigns.

“Executive Director” means the executive director of the District.

“Parties” means the District and the Accountant.

III. DUTIES OF ACCOUNTANT

A. Scope of Services

1. In consideration of the payments specified in this Agreement, the Accountant shall provide statements and accounting services (as more fully described in the Scope of Services attached as Exhibit “A”) as required and when needed by the District.

2. Basic accounting services will be provided for the amount not to exceed \$16,300.

B. Coordinate Performance

The Accountant shall coordinate its performance with the Executive Director or other persons that the District designates. The Accountant shall promptly inform the Executive Director or other person(s) of all significant events relating to the performance of its obligations under this Agreement.

C. Release

THE ACCOUNTANT AGREES TO AND SHALL RELEASE THE DISTRICT, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY IN THIS SECTION THE "DISTRICT") AND ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE DISTRICT'S SOLE OR CONCURRENT NEGLIGENCE.

D. Insurance

The Accountant shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All liability policies must be issued by a company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class

VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. The Accountant shall maintain the following insurance coverage in the following amounts:

Professional Liability
\$1,000,000 per occurrence; \$1,000,000 aggregate
Defense costs are excluded from the face amount of the policy.
Aggregate limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the District, and that it shall give 30 days' written notice to the District before they may be canceled, materially changed, or non-renewed. Within the 30-day period, the Accountant shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If the Accountant does not comply with this requirement, the Executive Director, at his or her sole discretion, may (i) immediately suspend the Accountant from any further performance under this Agreement and begin procedures to terminate for default, or (ii) purchase the required insurance with District funds and deduct the cost of the premiums from amounts due to the Accountant under this Agreement. A copy of the Certificate of Insurance is attached as Exhibit "B" to this agreement.

E. Confidentiality

The Accountant shall keep all materials to be prepared hereunder and all District and subcontractor communications and documents it receives in strictest confidence. The Accountant shall not divulge any such information except as approved in writing by the District or as otherwise required by law.

F. Licenses and Permits

The Accountant shall obtain, maintain and pay for all licenses, permits and certificates including all professional licenses required by any statute, ordinance, rule or regulation. The Accountant shall immediately notify the Executive Director of any suspension, revocation or other detrimental action against the license of any of its attorneys.

G. Compliance with Laws

The Accountant shall comply with all applicable local, state and federal laws and regulations.

H. Exhibits

Exhibits "A" and "B" attached to this Agreement are hereby incorporated and made a part of this Agreement.

IV. DUTIES OF DISTRICT

A. Payment Terms

The District shall pay Accountant for the basic services set forth in Exhibit “A” on the basis of invoices submitted by the Accountant and approved by the Executive Director or other persons that the District designates. The District shall pay Accountant for the other services set forth in Exhibit “A” on the basis of invoices submitted by Accountant and approved by the Board. The District shall make payments to Accountant at its address for notices within 30 days of receipt of an approved invoice for basic services and upon approval by the Board for other services.

B. Disputed Payments

If the District disputes any items in an invoice the Accountant submits for any reason, including lack of supporting documentation, the Executive Director or other persons that the District designates shall temporarily delete the disputed item and pay the remainder of the invoice. The Executive Director or other persons that the District designates shall promptly notify the Accountant of the dispute and request remedial action. If the dispute is settled in favor of the Accountant, the Accountant shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. If the dispute is settled in favor of the District the disputed amount shall not be paid.

C. Access to Data

The District shall, to the extent permitted by law, allow the Accountant to access and make copies of documents in the possession or control of the District or available to it that are reasonably necessary for the Accountant to perform its obligations under this Agreement.

The District does not, however, represent that all existing conditions are fully documented, nor is the District obligated to develop new documentation for the Accountant's use.

V. TERM AND TERMINATION

A. Contract Term

This Agreement shall commence on the Effective Date and shall expire on December 31, 2023.

B. Termination for Convenience by District

The District may terminate this Agreement at any time by giving 30 days’ written notice to the Accountant. The District's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

On receiving the notice, the Accountant shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, the Accountant shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The District shall then pay the fees to the Accountant for services actually performed, but not already paid for, in the same manner as prescribed in Section IV.A unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE ACCOUNTANT'S ONLY REMEDIES FOR THE DISTRICT'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE ACCOUNTANT WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION) IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE DISTRICT'S TERMINATION FOR CONVENIENCE.

C. Termination for Cause by District

If the Accountant defaults under this Agreement, the District may either terminate this Agreement or allow the Accountant to cure the default as provided below. The District's right to terminate this Agreement for the Accountant's default is cumulative of all rights and remedies, which exist now or in the future. Default by the Accountant occurs if:

- (1) The Accountant fails to perform any of its duties under this Agreement;
- (2) The Accountant becomes insolvent;
- (3) All or a substantial part of the Accountant's assets are assigned for the benefit of its creditors; or
- (4) A receiver or trustee is appointed for the Accountant.

If a default occurs, the District may, but is not obligated to, deliver a written notice to the Accountant describing the default and the termination date. The District may extend the termination date to a later date. If the District allows the Accountant to cure the default and the Accountant does so to the District's satisfaction before the termination date, then the termination is ineffective. If the Accountant does not cure the default before the termination date, then the District may terminate this Agreement on the termination date, at no further obligation of the District.

To effect final termination, the District must notify the Accountant in writing. After receiving the notice, the Accountant shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

D. Termination for Cause by Accountant

The Accountant may terminate its performance under this Agreement only if the District defaults and fails to cure the default after receiving written notice of it. Default by the District occurs if the District fails to perform one or more of its material duties under this Agreement. If a default occurs and the Accountant wishes to terminate the Agreement, then the Accountant must deliver a written notice to the District describing the default and the proposed termination date. The date must be at least 10 days after the District receives notice. The Accountant, at its sole option, may extend the proposed termination date to a later date. If the District cures the default before the proposed termination date, then the proposed

termination date is ineffective. If the District does not cure the default before the proposed termination date, then the Accountant may terminate its performance under this Agreement on the termination date.

VI. MISCELLANEOUS

A. Independent Contractor

The Accountant shall perform its obligations under this Agreement as an independent contractor and not as an employee of the Authority.

B. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

D. Written Amendment

Unless otherwise specified, this Agreement may be amended only by written instrument executed by the District and the Accountant.

E. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

F. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in Section I.A of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

G. Captions

Captions contained in this Agreement are for reference only and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the District, the Executive Director, or by any other employee or agent of the District, of any part of the Accountant's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

I. Inspections and Audits

District representatives have the right to perform, or have performed, (1) audits of the Accountant's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. The Accountant shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The Executive Director or other persons that the District designates may enforce all legal rights and obligations under this Agreement without further authorization. The Accountant shall provide to the Executive Director or other persons that the District designates all documents and records that the Executive Director or other persons that the District designates requests to assist in determining the Accountant's compliance with this Agreement, with the exception of those documents made confidential by Federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

The Accountant shall remain obligated to the District under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

M. Publicity

The Accountant shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the District.

N. Parties In Interest

This Agreement does not bestow any rights upon any third party but binds and benefits the District and the Accountant only.

O. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the District.

P. Business Structure and Assignments

The Accountant shall not assign this Agreement without the District's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, the Accountant shall immediately furnish the District with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

The Accountant shall not delegate any portion of its performance under this Agreement without the Executive Director's prior written consent.

Q. Disclosure of Interested Parties (Form 1295)

Accountant will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission (the "TEC")'s electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of Accountant's Form 1295, the District agrees to acknowledge Accountant's Form 1295 through its electronic filing application. Accountant and the District understand and agree that, with the exception of information identifying the District and the contract identification number, neither the District nor its consultants are responsible for the information contained in Accountant's Form 1295 and neither the District nor its consultants have verified such information.

R. Other State Law Requirements

The Accountant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable Consultant to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law and excludes the Accountant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from

its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

S. Remedies Cumulative

Unless otherwise specified, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

EXHIBIT "A"

SCOPE OF SERVICES

BASIC SERVICES

1. Monthly services to provide the following:
 - a. Review internally prepared financials to include the following: (1) review of monthly general ledger accounts; (2) review transactional detail in the operating accounts, investment and trustee accounts; (3) review and assist staff in the preparation of non-cash adjusting journal entries for depreciation, assets, liabilities, etc.; (4) review cash flow projection reports; (5) and other internally prepared financial reports; and (6) make recommendations related to above items, as needed.
 - b. Review related source documents and make recommendations, as needed.
 - c. Monitor all special fund accounts for compliance with any restrictions on disbursements and account balance requirements.
2. Forward monthly internally prepared financial reports to the District's Executive Director or other persons that the District designates and Budget and Finance Committee Chair within 30 days following the close of each month.
3. Compile the District's quarterly basic financial statements (Government Fund Balance Sheet/Statement of Net Assets and the related Statement of Government Fund Revenues, Expenses and Changes in Fund Balance/Statement of Activities), for purposes of external use including the District's external auditor. The report on the quarterly compiled financial statements of the District is presently expected to read as follows:

"We have compiled the accompanying financial statements of Greater Southeast Management District (the District), for the quarter ended Month XX, 20XX. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other conclusion about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible to the preparation and fair presentation of the financial Statements in accordance with accounting principles generally accepted in the United States of America and for developing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, changes in net assets and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters."

4. Prepare quarterly investment reports in compliance with the State of Texas Public Funds Investment Act and the Board's internal investment policies.
5. Forward quarterly financial reports (compilation and investment reports) prepared by Accountant to the Executive Director or other persons that the District designates and Budget and Finance Committee Chair within 45 days following the close of the quarter.
6. Attend the District's regular Budget and Finance Committee meetings on a quarterly basis to:
 - (a) Provide any relevant information to and answer questions from the committee on various issues including:
 - i. District's responsibilities under generally accepted Accounting practices;
 - ii. Significant Accounting policies, management judgments and Accounting estimates
 - iii. Significant adjustments including Accounting for compliance with regulatory agencies, contractual requirements and organizational policy requirements;
 - (b) Each quarter, present the quarterly compiled financial statements, Government Fund Balance Sheet/Statement of Net Assets and the related Statement of Governmental Fund Revenues, Expenses and Changes in Fund Balance/Statement of Activities (the basic financial statements) of the District prepared by the Accountant; and
 - (c) Each quarter, present the quarterly investment reports prepared by Accountant.
7. Provide the external auditor with the year-end trial balance no later than forty-five (45) days after the end of the fiscal year.

ADDITIONAL OR OTHER SERVICES

1. Assist management with the preparation of the District's annual budget and other Accounting and financial reports/documents that are not explicitly listed in the basic services, as requested.
2. Provide access to records, assistance to Auditor and prepare detailed schedules to facilitate the annual audit, not to exceed \$1,000.
3. Additional projects/services outside of the basic services scope of work, requires prior written approval from the Executive Director. Accountant must submit an engagement letter detailing the scope of work and fees for approval by the Board for additional or other services over \$1,000.

All working papers and reports will be retained at Accountant's expense for a minimum of three (3) years and Accountant will make such working papers available to the District upon request. In addition, Accountant will respond to reasonable inquires of successor Accountants and the District's auditors and allow review of working papers relating to matters of continuing Accounting significance.

STAFFING AND FEES

Accountant will provide a senior level Accountant to perform the scope of services and attend the quarterly Budget and Finance Committee meetings. Should a Partner attendance be requested for the quarterly Board meeting, then the District will be billed at the prevailing hourly rate for the Partner.

- (1) Basic accounting services will be provided for an amount not to exceed \$15,600 annually.
- (2) Additional or Other Services established hourly fees are as follows:

Tene Thomas, Partner	\$365 per hour
Tax Manager	\$210 per hour
Tax Supervisor	\$165 per hour
Tax Senior	\$140 per hour
Tax Staff	\$110 per hour
Admin Staff	\$75 per hour

ADMINISTRATIVE EXPENSES

Accountant will bill for administrative (out of pocket) expenses as follows:

<u>Description:</u>	<u>Basis for Fee:</u>
Postage	Actual cost incurred
Delivery/overnight packages	Actual cost incurred
Long distance fax and phone charges	Actual cost incurred
Online research and computer software	Hourly staff rates for time incurred
Mileage	IRS standard rate
Xerox copies	\$.25 per sheet

It is anticipated that administrative expenses will not exceed \$1,000 per fiscal year.

EXHIBIT "B"
CERTIFICATE OF INSURANCE



**HOUSTON
SOUTHEAST**

GOVERNANCE COMMITTEE

RESOLUTION DECREASING THE NUMBER OF
DIRECTORS ON THE BOARD OF DIRECTORS

WHEREAS, Greater Southeast Management District (the "District") was created by House Bill No. 3815 of the 79th Legislature, Regular Session, 2005, codified as Chapter 3815, Texas Special District Local Laws Code, and is governed by the Act and by Chapter 375, Texas Local Government Code; and

WHEREAS, Section 3815.051(b), Texas Special District Local Laws Code authorizes the District to increase or decrease the number of directors on the Board of Directors ("the Board") of the District by resolution; and

WHEREAS, the District has determined that it is in the best interests of the District to decrease the number of directors on the Board; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS GREATER SOUTHEAST MANAGEMENT DISTRICT THAT:

Section 1: Effective upon approval hereof, the number of directors on the Board of Directors of Greater Southeast Management District is hereby decreased from 17 directors to 15 directors. The director positions 1-7 will have the term of office expiring June 1, 2023; and positions 8-15 will have the term of office expiring June 1, 2025. Thereafter, all terms of office shall be for four years.

Section 2: A copy of this Resolution shall be provided to the Texas Commission on Environmental Quality, the City of Houston, and all other authorities with jurisdiction thereover.

PASSED and APPROVED this ____ day of _____, 2022.

Chairman, Board of Directors

GREATER SOUTHEAST MANAGEMENT DISTRICT
FY 2022 BOARD OF DIRECTORS MEETING ATTENDANCE

Position	Board Of Directors	An owner of commercial property assessed by the District	A commercial property owner currently assessed by the District who is designating agent	Term Expiry Date Directors serve four-year terms that expire on June 1 in odd-numbered years, with the terms of director positions 1-11 and the terms of director positions 12-17 expiring two years apart.	January 22 Regular MTG	February 22 Regular MTG	March 22 Regular MTG	April 22 Regular MTG	May 22 Regular MTG	June 22 Regular MTG NO QUORUM	July 22 Regular MTG	August 22 Regular MTG	September 22 Regular MTG	October 22 Regular MTG	November 22 Regular MTG	December 22 Regular MTG	YTD Regular Mtgs	# Attnd	Avg.
1	Alan Bergeron	✓		6/1/2021	P	P	P	P	A	A	P	A	P	P	P		11	8	73%
2	Sharone Mayberry	✓		6/1/2021	P	P	P	A	A	P	P	P	P	P	A		11	8	73%
3	Jonathan Howard		✓	6/1/2021	V	V	V	A	P	A	A	P	V	P	P		11	8	73%
4	Hexser Holliday, 2nd V Chair		✓	6/1/2021	P	P	P	A	P	A	P	A	A	A	P		11	6	55%
5	Charic Daniels Jellins, Parliamentarian		✓	6/1/2021	P	A	V	P	P	V	V	P	P	P	P		11	10	91%
6	Alton Hudson		✓	6/1/2021															0%
7	Rickey Jimenez		✓	6/1/2021	P	P	V	P	P	A	P	P	V	P	P		11	10	0%
8	Abbey Roberson		✓	6/1/2021															0%
9	vacant			6/1/2021															
10	Cydonii Miles	✓		6/1/2021	V	P	A	P	P	P	P	V	A	P	P		11	9	82%
11	Vacant			6/1/2021															
12	Chris Hageney	✓		6/1/2019	V	V	P	P	V	V	P	P	P	P	A		11	10	91%
13	Dr.Teddy McDavid, Treasurer		✓	6/1/2019	P	P	P	P	P	P	P	P	P	P	P		11	11	100%
14	Brian G. Smith, Chair	✓		6/1/2019	P	P	P	P	P	P	V	P	P	P	P		11	11	100%
15	Dr. A. Muhammad, V-Chair		✓	6/1/2019	V	P	P	P	P	P	P	P	P	P	A		11	10	91%
16	Karen Carter-Richards	✓		6/1/2019	A	A	P	A	V	A	A	A	A	P	P		11	4	36%
17	Janice Sibley-Reid, Secretary	✓		6/1/2019	A	A	V	V	P	P	A	P	A	P	A		11	6	55%
	Total				8	9	9	8	9	6	8	9	9	12	8		143	111	78%

*****V - VIRTUALLY ATTENDED THE MEETING**

On April 13, 2022, the Board approved a Resolution Waiving Automatic Resignation of Director Janice Sibley-Reid, Sadie Rucker and Sharone Mayberry for Absenteeism from the Board of Directors of the Greater Southeast Management District

On October 12, 2022, the Board approved a Resolution Waiving Automatic Resignation of Director Karen Carter Richards for Absenteeism from the Board of Directors of the Greater Southeast Management District

On November 9, 2022, the Board approved a Resolution Waiving Automatic Resignation of Director Karen Carter Richards for Absenteeism from the Board of Directors of the Greater Southeast Management District

Greater Southeast Management District - 2022 Board of Directors Re-appointment or Appointment

Pos.	First Name	Last Name	Appointment Original Date	BOD Approved Re-Appointment or Appointment	COH Sign Off Re-Appointment	COH Sign Off Held-Over	Received Request for Re-Appointment Form	Current Resume	Form A: An owner of commercial property owner assessed by the District	Form B: A commercial property owner currently assessed by the District who is designating agent	Public Information Act Training Confirmation and Certificate	Term Expiry Date Directors serve four-year terms that expire on June 1 in odd-numbered years, with the terms of director positions 1-11 and the terms of director positions 12-17 expiring two years apart.	COH Sign Off Re-Appointed	COH Sign Off Held-Over
1	Alan	Bergeron	10/19/2011	10/11/2017	11/30/2018		✓	✓	✓		✓	6/1/2021		✓
2	Sharone	Mayberry	10/19/2011	10/11/2017	11/30/2018		✓	✓	✓		✓	6/1/2021		✓
3	Jonathan	Howard	12/12/2018	10/11/2017	11/30/2018		✓	✓		✓	✓	6/1/2021		✓
4	Hexser	Holliday, II	10/19/2011	10/11/2017	11/30/2018		✓	✓		✓	✓	6/1/2021		✓
5	Charic	Daniels Jellins	12/12/2018	10/11/2017	11/30/2018		✓	✓		✓	✓	6/1/2021		✓
6	vacant											6/1/2021		
7	Rickey	Jimenez	4/14/2021	4/14/2021			✓	✓		✓	✓	6/1/2021		✓
8	vacant											6/1/2021		
9	vacant											6/1/2021		
10	Cydonii	Fairfax Miles	10/19/2011	10/11/2017	11/30/2018		✓	✓	✓		✓	6/1/2021		✓
11	vacant											6/1/2021		
12	Chris	Hagenev	4/25/2005	5/8/2018		✓	✓	✓	✓		✓	6/1/2019		✓
13	Dr. Teddy	McDavid	9/1/2001	5/8/2018		✓	✓	✓		✓	✓	6/1/2019		✓
14	Brian	Smith	9/1/2001	5/8/2018		✓	✓	✓	✓		✓	6/1/2019		✓
15	Dr. Abdul	Muhammad	9/1/2001	5/8/2018		✓	✓	✓		✓	✓	6/1/2019		✓
16	Karen	Carter Richards	4/1/2016	5/8/2018		✓	✓	✓	✓		✓	6/1/2019		✓
17	Janice	Sibley-Reid	10/11/2004	5/8/2018		✓	✓	✓	✓		✓	6/1/2019		✓



Greater Southeast Management District

FY 2023

BOARD OF DIRECTORS REGULAR MEETING SCHEDULE

2nd WEDNESDAY OF EACH MONTH AT NOON

WEDNESDAY, JANUARY 11, 2023

WEDNESDAY, FEBRUARY 8, 2023

WEDNESDAY, MARCH 8, 2023

WEDNESDAY, APRIL 12, 2023

WEDNESDAY, MAY 10, 2023

WEDNESDAY, JUNE 14, 2023

WEDNESDAY, JULY 12, 2023

WEDNESDAY, AUGUST 9, 2023

WEDNESDAY, SEPTEMBER 13, 2023

WEDNESDAY, OCTOBER 11, 2023

WEDNESDAY, NOVEMBER 8, 2023

WEDNESDAY, DECEMBER 13, 2023



**HOUSTON
SOUTHEAST**

DISTRICT SERVICES

&

IMPROVEMENTS

ITEM NO.	SERVICE AREA	AGENDA ITEM	REQUESTED ACTION	DISTRICT ROLE	OTHER PARTNERS	NTE	GRANT FUNDED?
9a	Enhanced Public Safety Services	Franklin Gans	Consider an Agreement, Scope of Work and Not-to-Exceed Amount with Sergeant Franklin Gans to provide Enhanced Public Safety Coordinator Services	Manager		\$30,000	NO
9b	Business and Economic Development Services Innovation and Technology Workforce Development	Affordable Connectivity Outreach Grant Program	Consider applying for the Affordable Connectivity Outreach Grant Program in Partnership with Neighborhood Recovery Community Development Corporation. Modification: Consider applying for the Affordable Connectivity Outreach Grant Program in Partnership with Neighborhood Recovery Community Development Corporation and Old Spanish Trail Community Partnership	Supporter, Stakeholder	NRCDC OST Community Partnership	\$16,376	NO
9c	All Areas	The Goodman Corporation	Consider an Agreement, Scope of Work and Not-to-Exceed Amount with The Goodman Corporation to provide Professional Grant Administration, Planning Coordination and Fund Development Services.	Manager		\$300,475	NO
9d	Transportation and Local Mobility Services	The Goodman Corporation	Consider additional Scope of Work and Not-to-Exceed Amount with the Goodman Corporation related to the Design Phase Services and limited Construction Phase Services for the Highway Safety Improvement Program (HSIP) funded by the Alameda Safety Improvement Project	Manager		\$64,039	NO
9e	Transportation and Local Mobility Services	COH Interlocal Agreement Museum Park Parking Benefit District	Consider an Interlocal Agreement, Scope of Work and Not-to-Exceed Amount with the City of Houston for the Museum Park Parking Benefit District	Manager		N/A	NO
9f	Transportation and Local Mobility Services	TxDOT Columbia Tap Trail Access and Safety Study	Consider a Local Match Commitment and Not-to-Exceed Amount for the Transportation Alternatives Planning Grant for the Columbia Tap Trail Access and Safety Study	Manager, Sponsor	Friends of Columbia Tap District D	\$18,597	NO
9g	Transportation and Local Mobility Services Capital Improvement	Tolar Manufacturing	Consider an Agreement, Scope of Work and Not-to-Exceed Amount with Tolar Manufacturing for Phase II Implementation of the Custom Bus Shelter Project	Manager		\$241,140	NO
9h	Transportation and Local Mobility Services Capital Improvement	TxDOT Highway Safety Improvements Project – Off System	Consider an Interlocal Agreement, Scope of Work and Not-to-Exceed Amount with Near Northwest Management District, St. George Place Redevelopment Authority and Memorial Heights Redevelopment Authority for the Highway Safety Improvements Project - Off-System Project	Partner	Near Northwest Management District, St. George Place Redevelopment Authority and Memorial Heights Redevelopment	44200	NO
9i	Environmental, Urban Design and Visual Improvement Services	Smartscaping	Consider an Agreement, Scope of Work and Not-to-Exceed Amount with Smartscaping related to the Heavy Trash Abatement services along the perimeter of the	Manager	Houston – Galveston Area Council American Youthworks	\$40,000	YES
9j	Environmental, Urban Design and Visual Improvement Services & Marketing, Public Relations and Perception Enhancement	BusyBee Creatives LLC	Consider additional Scope of Work and Not-to-Exceed Amount with the Busy Bee Creatives LLC, related to the development and implementation of an Anti-Dumping Campaign funded by the Houston-Galveston Area Council Solid Waste Grant	Manager	Houston – Galveston Area Council	\$53,173	YES
9k	Transportation and Local Mobility Services Pedestrian Improvements	Brays Bayou Safe Crossings Off-System Highway Safety Improvement Program Grant	Consider a Local Match Commitment and Not-to-Exceed Amount for the Brays Bayou Safe Crossings Off-System Highway Safety Improvement Program Grant	Manager		\$30,000	NO

9l	Environmental, Urban Design and Visual Improvement Services & Marketing, Public Relations and Perception Enhancement Services	Banner Design, Fabrication and Installation Project	Consider a Request for Proposals for Banner Design, Fabrication, and Installation Project	Manager		\$216,150	NO
9m	Environmental, Urban Design and Visual Improvement Services & Marketing, Public Relations and Perception Services Enhancement	SWA Group	Consider additional Scope of Work and Not-to-Exceed Amount with SWA Group for the District-Wide Gateway Monumentation Project	Manager		\$230,000	NO
9n	Environmental, Urban Design and Visual Improvement Services	Martin Construction Management and Designs LLC	Consider additional Scope of Work and Not-to-Exceed Amount for Martin Construction Management and Designs to provide additional Project Development and Management Services	Manager		\$5,000	NO

\$1,289,150

Greater Southeast Management District
FY2023 PROPOSED COMMITTEE MEETING SCHEDULE CHANGE

December 7, 2022

Staff would like to consider changing the **date** and **time** for the **Joint Services Committee Meeting**. This will allow us to report and address all items with Budget and Finance prior to the Board of Directors Meetings. All meetings will remain virtual, unless otherwise mandated by the State of Texas.

PROPOSED DAY/TIME: 1st Wednesday of the Month at 10:00 a.m. OR 1:30 p.m.

FY2023 Look Ahead

Proposed Dates:

1. *Wednesday, January 4, 2023*
2. Wednesday, February 1, 2023
3. Wednesday, March 1, 2023
4. Wednesday, April 5, 2023
5. Wednesday, May 3, 2023
6. Wednesday, June 7, 2023
7. *Wednesday, July 5, 2023*
8. Wednesday, August 2, 2023
9. Wednesday, September 6, 2023
10. Wednesday, October 4, 2023
11. Wednesday, November 1, 2023
12. Wednesday, December 6, 2023

****Indicates occurrence after a major holiday.***

As a snapshot, your commitment for meetings are as follows *(not including executive, ad hoc, strategic planning workshops, special and/or retreat related commitments. Those will hopefully be kept to a minimum!)*

Week 1: Meetings

Joint Services Committee (1st Wednesday) – 60 mins **(Virtual)**

Week 2: Meetings *(Depending on your committee involvement)*

Governance (2nd Monday) – 60 Mins **(Virtual)**

Budget & Finance (2nd Tuesday) – 90 Mins **(Virtual)**

Board Meeting (2nd Wednesday) – 90 Mins **(In-Person)**

Thank you in advance for your consideration.



December 5, 2022

Theola Petteway
Executive Director
OST-Almeda Corridors Redevelopment Authority
5445 Almeda Road, Suite 545
Houston, Texas 77004

Re: Houston Southeast Banner District Implementation

Dear Ms. Petteway,

The Greater Southeast Management District has reinitiated our work to install decorative banners along several high priority economic corridors within the boundaries of the District. The scope of work includes the installation of vinyl fabric banners along existing CenterPoint Energy light fixtures along the following corridors and limits:

Corridor	From	To
Almeda Rd	US 59	El Paseo St
Binz St	Main St	Almeda Rd
Griggs Rd	Scott St	Long Dr
Martin Luther King, Jr. Blvd	IH 610	Wheeler Ave
Old Spanish Trail	Fannin St	Spur 5
Scott St	Tristan St	IH 45

The District is in the process of issuing a procurement for banner design, and printing. Following that, the District will issue a procurement for installation. Attachment 1 illustrates the standard details for installation inclusive of banner brackets and banding. Based on recent procurement and pricing research, obtained through GovSpend, we estimate that the cost of brackets and banding for the installation of 714 banners (on 714 street lights) will be approximately \$75,000.

We would like to request that the Authority participate in this project to provide the costs associated with the brackets and banding. The District will provide an updated request upon the completion of a competitive procurement which identifies the exact cost of the brackets and banding, along with all procurement documentation. The \$75,000 figure above is provided for the purposes of budgeting and establishing a starting point for this request.

Please let us know in writing of your decision to participate in this project moving forward by January 4, 2023. We anticipate the project will be completed no later than August 2023 and funds would be invoiced within that time period.

Sincerely,

Brian Smith
Board Chair
Greater Southeast Management District

cc: Jerry Davis, Interim Executive Director
Anderson Stoute, OST-Almeda Corridors Redevelopment Authority
Nikki Knight, Greater Southeast Management District

Attachment 1: Banner Installation Details

Banner Program Budget

For GSMD Budget	Cost	Notes
Banner Design	\$20,000	To include several options
Banner Printing	\$30,000	714 banners
Banner Hardware	\$75,000	Requesting funds from OST
Banner Installation	\$71,500	714 banners
Contingency 10%	\$19,650	
Total	\$216,150	

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON
AND GREATER SOUTHEAST MANAGEMENT DISTRICT RELATING TO
THE MUSEUM PARK PARKING BENEFIT DISTRICT**

THIS INTERLOCAL AGREEMENT is made effective on the date countersigned by the City Controller (“Countersignature Date”) by and between the CITY OF HOUSTON, TEXAS (“City”), a home-rule municipality of the State of Texas principally situated in Harris County, Texas, and the GREATER SOUTHEAST MANAGEMENT DISTRICT (“District”), a municipal management district created by the State of Texas and organized under the provisions of Chapter 375, Texas Local Government Code, and Chapter 3815, Texas Special District Local Laws Code. The City and the District are hereinafter referred to individually as a “Party” and jointly as the “Parties.”

The Parties agree as follows:

1. RECITALS

- 1.1. Pursuant to City Ordinance No. 2019-1015, passed and approved by the City Council on December 11, 2019, a copy of which is attached hereto as **Exhibit 1**, the City designated Museum Park, an area of the City generally bounded by Hermann Park, Main Street, Alabama Street and Highway 288 as further described in Exhibits C, D and E to **Exhibit 1** (“Museum Park”), as a parking benefit district (“Museum Park PBD”) for which a portion of the revenue from additional parking meters and permit fees (less City expenses for administrative costs, signage, enforcement, installation, operation, and maintenance of parking meters) is dedicated to public safety and public amenities that enhance the quality of life in the Museum Park PBD, such as installation and maintenance of sidewalks and pedestrian walkways, street maintenance, installation and repair of street lights, landscaping, acquisition of additional parking, and improvements that promote walking, cycling, and the use of public transportation in Museum Park.
- 1.2. Pursuant to the Section 26-755(d) of the Code of Ordinances of the City of Houston, Texas (“City Code”), the City and the District desire to enter into this Agreement to manage implementation of the public improvement projects described in Section 1.1 to be funded with revenue generated by the Museum Park PBD and to document the roles and responsibilities of each Party under this Agreement, consistent with the requirements of the Museum Park PBD as set forth in Chapter 26, Article XI, Division 5 of the City Code.

2. PARTIES

2.1. Addresses of the Parties.

- 2.1.1. The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

Director
Administration & Regulatory
Affairs Department
P.O. Box 1562

District

Executive Director
Greater Southeast Management District
5445 Almeda Road, Suite 503
Houston, Texas 77004

Houston, Texas 77002

2.2. Table of Contents.

2.2.1. This Agreement consists of the following sections:

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2.3. Parts Incorporated.

2.3.1. The above-described sections, exhibits, and recitals are incorporated into this Agreement.

2.4. Controlling Parts.

2.4.1. If a conflict among the sections and exhibits arises, the sections control over the exhibits.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2.5. Signatures.

2.5.1. The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

GREATER SOUTHEAST MANAGEMENT DISTRICT

By: _____
Name:
Title:
Tax ID:

ATTEST/SEAL:

**CITY OF HOUSTON, TEXAS
Signed by:**

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, Administration and
Regulatory Affairs Department

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Assistant City Attorney
L.D. File No. _____

3. DEFINITIONS

- 3.1. "Agreement" means this agreement between the Parties, including all exhibits and any written amendments of this Agreement as described in Section 7.5.
- 3.2. "Board" means the board of directors of the District.
- 3.3. "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 3.4. "City Code" is defined in Section 1.1 of this Agreement.
- 3.5. "City Council" means the City Council of the City as described in Article V, Section 1 of the Charter of the City of Houston, Texas.
- 3.6. "City Fiscal Year" means the period beginning July 1st of each calendar year and ending June 30th of the following calendar year.
- 3.7. "Committee" means the Museum Park Advisory Committee created by the District pursuant to Section 26-753 of the City Code.
- 3.8. "Countersignature Date" is defined in the preamble of this Agreement.
- 3.9. "Director" means the Director of the City's Administration and Regulatory Affairs Department or his or her designee.
- 3.10. "District" is defined in the preamble of this Agreement and includes its successors and assigns.
- 3.11. "District Allocation" is defined in Section 5.3.2 of this Agreement.
- 3.12. "Ex Officio Members" is defined in Section 4.2 of this Agreement.
- 3.13. "Gross Revenue" is defined in Section 5.3.1 of this Agreement.
- 3.14. "Initial Term" is defined in Section 6.1 of this Agreement.
- 3.15. "Mayor" means the Mayor of the City or his or her designee.
- 3.16. "Museum Park" is defined in Section 1.1 of this Agreement.
- 3.17. "Museum Park PBD" is defined in Section 1.1 of this Agreement.
- 3.18. "Projects" means those public improvement projects in the Museum Park PBD that meet the definition of "projects" set forth in Section 26-701 of the City Code.
- 3.19. "Reconciliation Statement" is defined in Section 5.3.1 of this Agreement.
- 3.20. "Regular Members" is defined in Section 4.2 of this Agreement.
- 3.21. "Renewal Term" is defined in Section 6.2 of this Agreement.

3.22. “Term” means the term of this Agreement, including the Initial Term and, if applicable, the Renewal Term, as further set forth in Article 6 of this Agreement.

3.23. “Total Administrative Costs” is defined in Section 5.3.1 of this Agreement.

4. DUTIES OF DISTRICT

4.1. Creation of Committee; Compliance with City Code Requirements. As a condition precedent of this Agreement, the District has created the Committee as required by and for the purpose stated in Section 26-753 of the City Code, subject to the requirements of Section 26-753(e) of the City Code set forth in Section 4.2. The list of the initial Committee members approved by the Board is attached hereto as **Exhibit 2**.

4.2. Committee Composition. The Committee shall consist of no less than five and no more than nine regular members (“Regular Members”) and five nonvoting ex officio members (“Ex Officio Members”); the Ex Officio Members are those individuals referenced in Section 5.1 of this Agreement. The District shall (i) appoint the Regular Members to the Committee (subject to approval of the Board), (ii) ensure that the number of Committee members and the composition of the Committee is maintained in compliance with the requirements of Section 26-753(b) of the City Code and the chart below, and (iii) provide a list of the Regular Members to the Director, including any proposed changes to the membership or composition thereof, 30 days before such proposed changes are submitted to the Board for approval. Provided, however, in accordance with Section 26-753(e) of the City Code, if the District does not create the Committee as required under Section 4.1, the Regular Members shall be appointed by the Mayor and confirmed by City Council.

Regular Members shall be comprised of business owners or residents of Museum Park who have an interest in the parking issues affecting Museum Park and are at least 18 years of age. A majority of the Regular Members shall be representatives of the Museum Park Super Neighborhood, business or commercial property owners in Museum Park or their designees, with at least one Regular Member being a representative from the executive committee of the Museum Park Super Neighborhood and at least one Regular Member being a representative from the Houston Museum District Association. The following chart sets forth example compositions of the Committee based on the number of members:

<u>Number of Members</u>	<u>Composition of Committee</u>
5 members	<ul style="list-style-type: none"> • 3 resident representatives from the Museum Park Super Neighborhood, with at least one from the Museum Park Super Neighborhood Executive Committee • 2 business owner representatives with at least one from the Houston Museum District Association
6 members	<ul style="list-style-type: none"> • 4 resident representatives from the Museum Park Super Neighborhood, with at least one from the Museum Park Super Neighborhood Executive Committee

	<ul style="list-style-type: none"> • 2 business owner representatives with at least one from the Houston Museum District Association
7 members	<ul style="list-style-type: none"> • 4 resident representatives from the Museum Park Super Neighborhood, with at least one from the Museum Park Super Neighborhood Executive Committee • 3 business owner representatives with at least one from the Houston Museum District Association
8 members	<ul style="list-style-type: none"> • 5 resident representatives from the Museum Park Super Neighborhood, with at least one from the Museum Park Super Neighborhood Executive Committee • 3 business owner representatives with at least one from the Houston Museum District Association
9 members	<ul style="list-style-type: none"> • 5 resident representatives from the Museum Park Super Neighborhood, with at least one from the Museum Park Super Neighborhood Executive Committee • 4 business owner representatives with at least one from the Houston Museum District Association

4.3. Meetings. The District shall conduct quarterly meetings of the Committee in accordance with the Texas Open Meetings Act, as required by Section 26-753(d) of the City Code. The District shall be responsible for posting public notices for Committee meetings, taking meeting minutes, and posting meeting agendas, meeting minutes and other Committee and Museum Park PBD documents online.

4.4. Projects.

4.4.1. The Committee shall make recommendations to the Mayor and City Council on issues relating to the Museum Park PBD, including potential Projects to be funded with revenue generated from the Museum Park PBD, the timing and order of such Projects, changes to the parking meter and permit fees, and the allocation and management of permits. The Committee shall create a list of potential Projects and provide such list to the Director for approval.

4.4.2. The Director shall determine which Projects shall be funded by Museum Park PBD revenues. Upon approval by the Director, the District shall be responsible for executing Projects utilizing Museum Park PBD revenues provided to the District pursuant to Section 5.3 of this Agreement.

5. DUTIES OF CITY

- 5.1. Ex Officio Members of Committee. The City personnel set forth in Section 26-753(c) of the City Code shall serve as the Ex Officio Members of the Committee and attend the meetings of the Committee.
- 5.2. Director's Responsibilities. The Director shall:
 - 5.2.1. Serve as the primary City contact for the Committee.
 - 5.2.2. Provide quarterly financial reports regarding Museum Park PBD revenue and parking updates, meter revenue projections, and operations cost with annual Gross Revenue projections to the Committee for review.
- 5.3. Reconciliation and Funding.
 - 5.3.1. Within (i) 30 days following the Countersignature Date, for City Fiscal Year 2022, and (ii) 30 days following the end of each subsequent City Fiscal Year of the Term, the Director shall provide the District with a reconciliation statement ("Reconciliation Statement"), which describes (1) all fees and revenues generated from the use of parking meters and parking permits within Museum Park PBD, (2) total administrative costs, signage, enforcement, debt service, and the installation, operation and maintenance of parking meters placed in service in Museum Park PBD ("Total Administrative Costs"), and (3) 60% of the fees and revenues in excess of the Total Administrative Costs ("Gross Revenue"), provided that the Gross Revenue for the year exceeds the amount set forth in Section 26-752(a) of the City Code.
 - 5.3.2. Within (i) 60 days following the submittal to the District of the Reconciliation Statement described in Section 5.3.1 for City Fiscal Year 2022, and (ii) 30 days following the submittal to the District of the Reconciliation Statement for each subsequent City Fiscal Year, the City shall remit to the District 60% of the Gross Revenue collected for the applicable City Fiscal Year in excess of the amount set forth in Section 26-752(a) of the City Code ("District Allocation").
 - 5.3.3. In the event that (i) the Museum Park PBD is terminated pursuant to Section 26-754 of the City Code, (ii) this Agreement expires, or (iii) this Agreement is terminated pursuant to Section 6.3, the District shall return to the City any funds from the District Allocation that have not been expended within sixty (60) days of such termination or expiration, provided, however, this provision shall not be applicable to funds from the District Allocation that the District owes for services already performed that the District is contractually committed or otherwise formally obligated to pay. Within thirty (30) days after receiving notice of termination, the District shall submit a statement to the Director showing in detail the services performed that the District is contractually committed or otherwise formally obligated to pay. The Director shall verify such statement. Failing verification, the District and Director shall work in good faith to resolve the issues, and the District shall resubmit its statement reflecting the Parties' findings and shall remit any payment due within 30 days of the resolution.

6. TERM & TERMINATION

- 6.1. Term.

6.1.1. This Agreement is effective on the Countersignature Date and remains in effect for five years from the Countersignature Date (“Initial Term”).

6.2. Renewal.

6.2.1. If the Director, at the Director’s sole discretion, makes a written request for renewal to District at least 30 days before expiration of the Initial Term, then, upon expiration of the Initial Term, this Agreement shall be renewed for one successive five-year renewal term upon the same terms and conditions (“Renewal Term”).

6.3. Termination.

6.3.1. This Agreement shall automatically terminate in the event that the Museum Park PBD is terminated pursuant to Section 26-754 of the City Code. In addition to the foregoing, the City may terminate this Agreement, without cause, by 30 days’ written notice to the District. Upon termination under this provision, City shall have no further obligations under this Agreement.

6.3.2. Either Party may terminate its performance under this Agreement if the other Party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more material duties under this Agreement. If a default occurs, the injured Party shall deliver written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 days after the receipt of such notice. The injured Party, at its sole option, may extend the proposed termination date to a later date. If the defaulting Party does not cure the default before the proposed date, the injured Party may terminate its performance under this Agreement on the termination date. The Director shall act on behalf of the City to notify the District of a default and effect termination.

7. MISCELLANEOUS

7.1. Relationship of the Parties.

7.1.1. The City and the District agree that no partnership relationship between the Parties hereto or joint venture is created by this Agreement, and the District is not made the agent or representative of City for any purpose or in any manner whatsoever and that each Party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to the Parties under Texas law and without waiving any defenses of the Parties under Texas law. The provisions of this section are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.2. Force Majeure.

7.2.1. Timely performance by both Parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts

the City or District. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, pandemics, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or the District, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical.

7.2.2. This relief is not applicable unless the affected party does the following:

7.2.2.1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

7.2.2.2. provides the other party with prompt written notice of the cause and its anticipated effect.

7.2.3. The Director will review claims that a Force Majeure that directly impacts the City or the District has occurred and render a written decision within 14 days. The decision of the Director is final.

7.3. Severability.

7.3.1. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

7.4. Entire Agreement.

7.4.1. Upon execution of this Agreement by both Parties, this Agreement shall constitute the entire agreement between the Parties.

7.5. Written Amendment.

7.5.1. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument approved by the City Council and executed by both parties. The Director is only authorized to perform the functions specifically delegated to the Director in this Agreement.

7.6. Governing Law and Venue.

7.6.1. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

7.7. Notices.

7.7.1. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section 1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

7.8. Captions.

7.8.1. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

7.9. Non-Waiver.

7.9.1. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not have the effect of waiving a subsequent breach of this Agreement.

7.9.2. An approval by the Director, or by any other employee or agent of the City, of any part of the District's performance does not waive compliance with this Agreement or establish a standard for performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

7.10. Ambiguities.

7.10.1. If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

7.11. Enforcement.

7.11.1. The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The District shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the District's compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.

7.12. Assignment.

7.12.1. No Party shall make, in whole or in part, any assignment of this Agreement or any obligation under this Agreement without the prior written consent of the other Party. The District shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

7.13. Survival.

7.13.1. The District shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

7.14. Remedies Cumulative.

7.14.1. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit 1

Copy of City of Houston Ordinance No. 2019-1015

[to be inserted]

Exhibit 2

Initial List of Museum Park Advisory Committee Members

[to be inserted]

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**INTERLOCAL AGREEMENT
FOR HIGHWAY SAFETY IMPROVEMENTS PROJECT – OFF-SYSTEM**

This **INTERLOCAL AGREEMENT** ("Agreement") is made and entered into as of the Effective Date, defined below, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Near Northwest Management District** (the "NNMD" or "Lead Sponsor"), a political subdivision of the State of Texas, the **St. George Place Redevelopment Authority** (the "SGPRA" or "Project Partner"), a Texas local government corporation, **Memorial Heights Redevelopment Authority** (the "MHRA" or "Project Partner"), a Texas local government corporation, and **Greater Southeast Management District** (the "GSMD" or "Project Partner"), a political subdivision of the State of Texas. NNMD, SGPRA, MHRA and GSMD may sometimes be referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, pursuant to the Act, local governments are authorized to contract to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, the Parties have an interest in collaborating on the Highway Safety Improvements Project – Off-System and have agreed that it will be most efficient, economical, and in the public’s best interest to combine resources and implementation efforts;

WHEREAS, the Parties have each been awarded Highway Safety Improvement Program funding from the Texas Department of Transportation ("TxDOT") for safety improvements for four projects in the cumulative amount of \$1,738,714 ("TxDOT Contribution") and desire to have NNMD act as the principal grant recipient on behalf of the Parties;

WHEREAS, it has been determined that it will be most efficient for NNMD to manage the design phase of the proposed improvements, incorporating the desired elements from each Party, and for TxDOT to let and manage the construction phase activities; and

WHEREAS, it is necessary and appropriate for all Parties to maintain involvement through project design and construction phases through periodic review and approval processes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms, covenants, and conditions:

ARTICLE I **THE PROJECT**

Section 1.01. Project Coordination. The “Project” is the Parties’ Highway Safety Improvements Project – Off System to be constructed by TxDOT, in the locations described or depicted in Exhibit A. The Parties agree that coordination of each Party’s responsibility pursuant to this Agreement is in the best interest of the Parties in order to most efficiently cause the construction of the Project.

Section 1.02. Agreement Exhibits. The following Exhibits are incorporated into this Agreement and made a part hereof.

- a. Exhibit A. Project Locations
- b. Exhibit B. Advance Funding Agreement [Highway Safety Improvements Project – Off-System]
- c. Exhibit C. Project Cost Table
- d. Exhibit D. Escrow Agreement

ARTICLE II **RESPONSIBILITIES OF THE PARTIES**

Section 2.01. Lead Sponsor’s Responsibilities. Subject to the terms, conditions, and provisions hereof, the Lead Sponsor agrees to the following:

- a. NNMD will enter into and comply with all requirements of an Advance Funding Agreement (“AFA”) with TxDOT in the form attached hereto as Exhibit B that consolidates all Subsidiary CSJs identified in Exhibit C into a single Project.
- b. NNMD will complete the plans for its Subsidiary CSJ identified in Exhibit C at its sole expense.
- c. NNMD will coordinate the combination of plans from the Project Partners for each Party’s Subsidiary CSJ identified in Exhibit C and submit the combined plans to TxDOT.
- d. NNMD will evaluate and approve or reject any change orders proposed by TxDOT or its contractor in coordination with the Project Partners.
- e. NNMD will coordinate the tabulation and allocation of final Project costs at close-out of the Project.

Section 2.02. Project Partners' Responsibilities. Subject to the terms, conditions, and provisions hereof, each Project Partner agrees to the following:

- a. Each Project Partner will comply with all requirements of the AFA.
- b. Each Project Partner will complete the plans for its Subsidiary CSJ at its sole expense.
- c. Each Project Partner will provide its plans to NNMD in accordance with the schedule set forth in Section 4.01 of this Agreement.
- d. Each Project Partner shall provide timely responses to any request from NNMD for information or other evaluation, approval, or rejection of items as may be necessary pursuant to the AFA.
- e. Each Project Partner will work with NNMD to tabulate and allocate final Project costs at close-out of the Project.
- f. Each Project Partner will be responsible for any costs, fees, or match requirements associated with its individual Subsidiary CSJ as set forth on Exhibit C, and any costs that exceed those set forth on Exhibit C for such Project Partner's individual Subsidiary CSJ if requested by TxDOT pursuant to the AFA.
- g. Each Project Partner will compensate NNMD for any costs which exceed its original contribution under Section 3.01 of this Agreement, including fees associated with administering this Agreement ("Excess NNMD Cost"), in an amount equal to the pro rata share for each Project Partner set forth in Exhibit C multiplied by the total Excess NNMD Cost.

ARTICLE III **ESCROW AND FUNDING**

Section 3.01. Escrow. NNMD agrees that it shall create a separate escrow account with a third party escrow agent ("Escrow Agent") into which the TxDOT Contribution and the other Project Partners' funds will be deposited and may be disbursed in accordance with an escrow agreement in substantially the form attached hereto as Exhibit D. The Parties each agree to deposit their respective allocated funds into such escrow account within forty-five (45) days of the execution of the AFA, and to cooperate in the release of their respective allocated funds pursuant to the terms thereof. Upon completion of the Project, NNMD shall cause the Escrow Agent to provide an accounting of the escrow account to each Project Partner, including amounts attributable to each respective subsidiary CSJ and shall cause the Escrow Agent to disburse any remaining funds to each Project Partner that are attributable to its subsidiary CSJ.

ARTICLE IV **PROJECT DESIGN AND CHANGE ORDERS**

Section 4.01. Design. Each Party shall be solely responsible for the design plans for its Subsidiary CSJ and the associated costs. The 60% plans will be submitted to NNMD on or before December 31, 2022. The 100% plans will be submitted to NNMD on or before March 31, 2023.

Section 4.02. Construction. TxDOT will manage both the bid and construction phase of the Projects. Each Party shall have the ability to exercise all rights available under the AFA with respect to any change orders proposed by TxDOT that relate to its applicable subsidiary CSJ. Any Project change orders will be considered by the Parties consistent with scheduling requirements of the AFA.

ARTICLE V **TERM OF AGREEMENT AND CANCELLATION**

This Agreement becomes effective when fully executed by the Parties and upon the last date signed by a Party (the “Effective Date”). Unless otherwise provided by mutual written agreement of the Parties, this Agreement shall remain in effect until the completion and acceptance of the Project by all Project Partners. This Agreement only may be terminated by a Party prior to the execution of the AFA and with thirty (30) days written notice to the other Parties. Upon execution of the AFA by NNMD and TxDOT, any termination of this Agreement only shall be made pursuant to terms of the AFA.

ARTICLE VI **LIABILITY AND IMMUNITY**

Section 6.01. No Personal Liability of Parties. To the extent allowed by law the Parties’ respective officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 6.02. No Waiver of Immunity. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall constitute a waiver by either Party of any provisions of (i) Chapters 75, 84, 95 or 101 of the Texas Civil Practice and Remedies Code, as amended, (ii) any laws relating to limitations of liability of the type of entity of such party, or (iii) sovereign or governmental immunity, as any of the foregoing may be available to such party.

Section 6.03. Shared Liability. In the event that a dispute arises between NNMD and TxDOT related to the AFA, the Project Partners agree to jointly prosecute or defend such claim and will share in the costs associated with the same. In the event that NNMD is found liable for any cause, claim, costs, judgments, or fees associated with the AFA, including any voluntary settlement related to the same, the Project Partners will reimburse NNMD for such amounts proportionate to Project Partners’ share of the Project.

ARTICLE VII
MISCELLANEOUS

Section 7.01. Laws. The Parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 7.02. Non-Assignability. Each Party binds itself and its successors, executors, administrators, and assigns to the other Parties of this Agreement and to the successors, executors, administrators, and assigns of such other Parties, in respect to all covenants of this Agreement. No Party shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Parties.

Section 7.03. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Each Party is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the any other Party for any purpose. No Party has the authority to bind another Party.

Section 7.04. Notices. All notices, demands, or requests from one Party to the other shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the Party may request in writing, and are deemed to have been given at the time of delivery:

NNMD

Near Northwest Management District
c/o Mr. Wayne L. Norden, President
7603 Antoine Drive
Houston, Texas 77088

With copy to:
Husch Blackwell LLP
c/o Ms. Sandy Hellums-Gomez
600 Travis Street, Suite 2350
Houston, TX 77002

MHRA

Memorial Heights Redevelopment
Authority
Attn: Sherry Weesner
c/o SKLAW, LLP
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

GSMD

Greater Southeast Management District
c/o Executive Director
5445 Almeda Road, Suite 503
Houston, Texas 77004

With copy to:
Bracewell LLP
c/o Clark Stockton Lord
711 Louisiana Street, Suite 2300
Houston, Texas 77002

SGPRA

St. George Place Redevelopment Authority
Attn: David Hawes
c/o Hawes Hill & Associates, LLP
P.O. Box 22167
Houston, TX 77024

With copy to:
SKLAW, LLP
c/o John Kuhl
1980 Post Oak Blvd., Suite 1380
Houston, TX 77056

With copy to:
ABHR LLP
c/o Timothy Austin
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

Section 7.05. Law and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Harris County, Texas. Venue for any proceeding relating to this Agreement shall be in a court of proper jurisdiction in Houston, Harris County, Texas.

Section 7.06. Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 7.07. Force Majeure. Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this section), embargoes, epidemics and pandemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

Section 7.08. Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

Section 7.09. Non-Waiver. If a Party fails to require the other Party to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If a Party waives the other Party's breach of a term, that waiver does not

waive a later breach of this Agreement.

Section 7.10. Parties in Interest. This Agreement does not bestow any rights upon any other party, but binds and benefits the Parties hereto only. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of any Party with respect to any third party.

Section 7.01. Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing and executed by all Parties or their successors and permitted assigns.

Section 7.12. Counterparts. This Agreement may be executed electronically or by electronic means, in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a Party on this Agreement binds that Party to the terms, covenants and conditions of this Agreement.

Section 7.13. Headings. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

Section 7.14. Warranty. By execution of this Agreement, each Party warrants that the duties accorded to the Party in this Agreement are within the powers and authority of the Party.

Section 7.15. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

[PARTY SIGNATURES COMMENCE ON FOLLOWING PAGE]

APPROVED:

**NNMD:
NEAR NORTHWEST MANAGEMENT
DISTRICT**

**SGPRA:
ST. GEORGE PLACE REDEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____
Tax ID No.: _____

By: _____
Name: _____
Title: _____
Tax ID No.: _____

**MHRA:
MEMORIAL HEIGHTS
REDEVELOPMENT AUTHORITY**

**GSMD:
GREATER SOUTHEAST MANAGEMENT
DISTRICT**

By: _____
Name: _____
Title: _____
Tax ID No.: _____

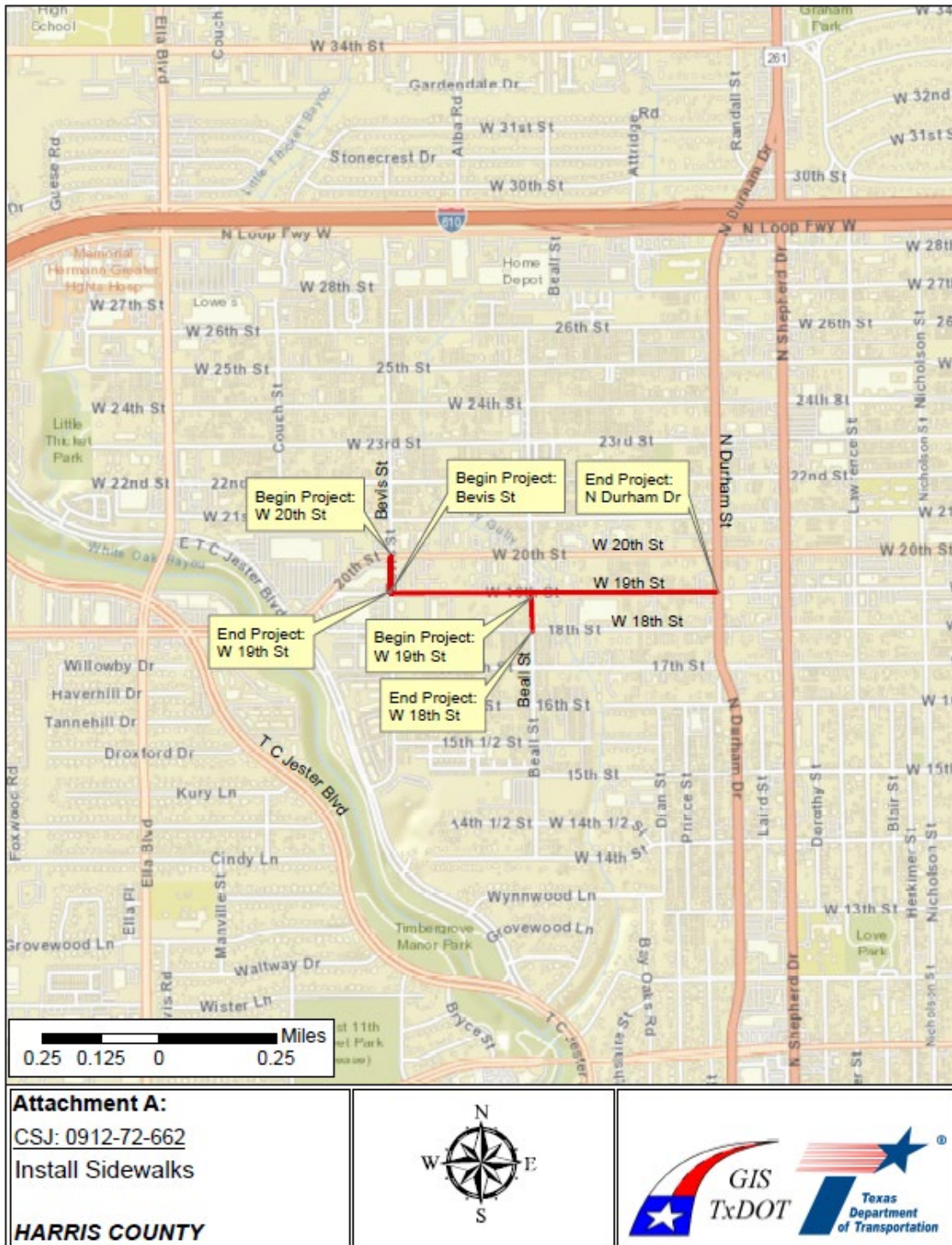
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Title: _____
Tax ID No.: _____

Exhibit A
Project Locations

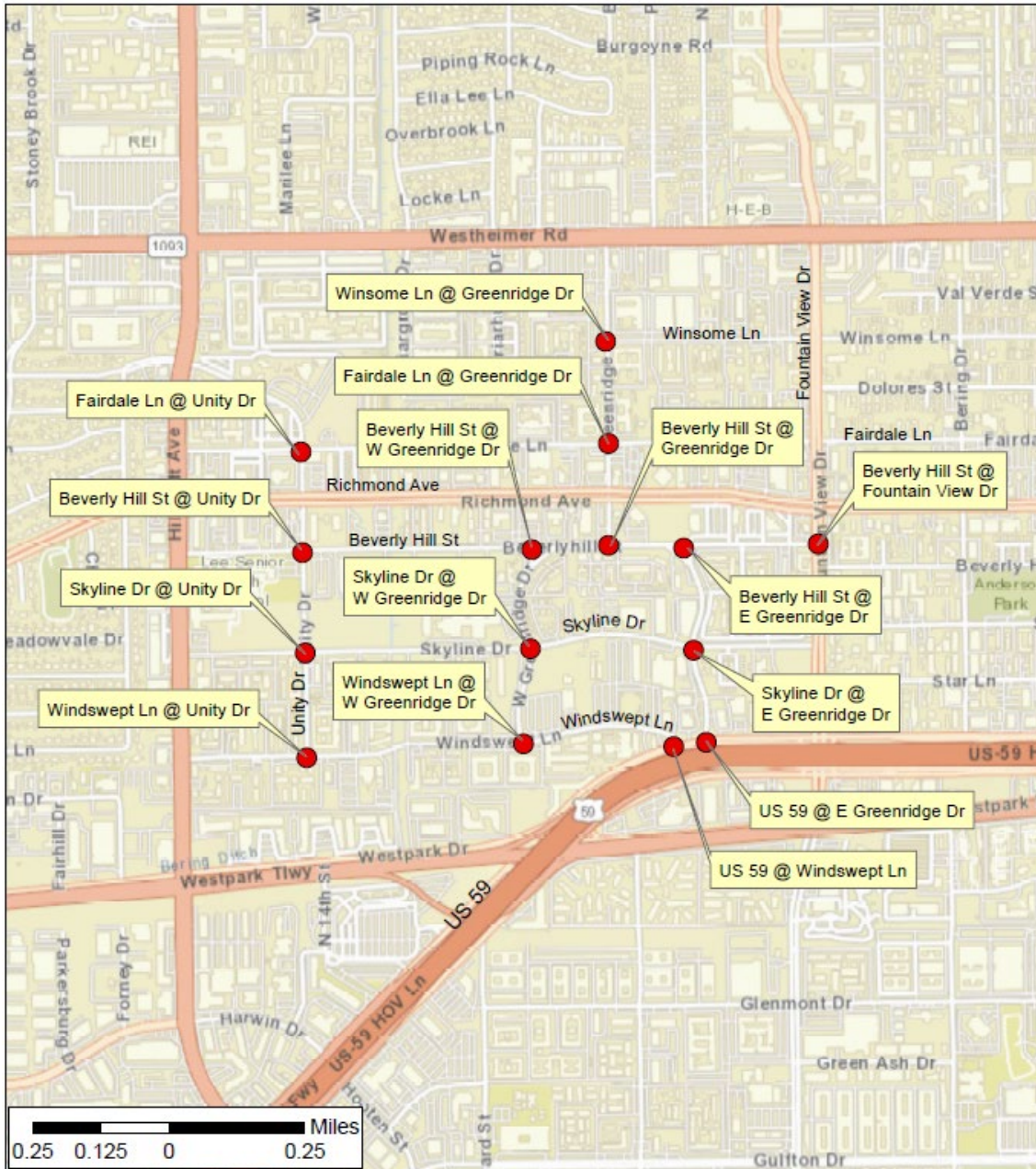
Exhibit A

TxDOT:				Federal Highway Administration:	
CSJ #	0912-72-662/661/663/674			CFDA No.	20.205
District #	12-Houston	AFA ID	Z00004325	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61923				
Project Name	Safety Improvement Projects			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A LOCATION MAP SHOWING PROJECT

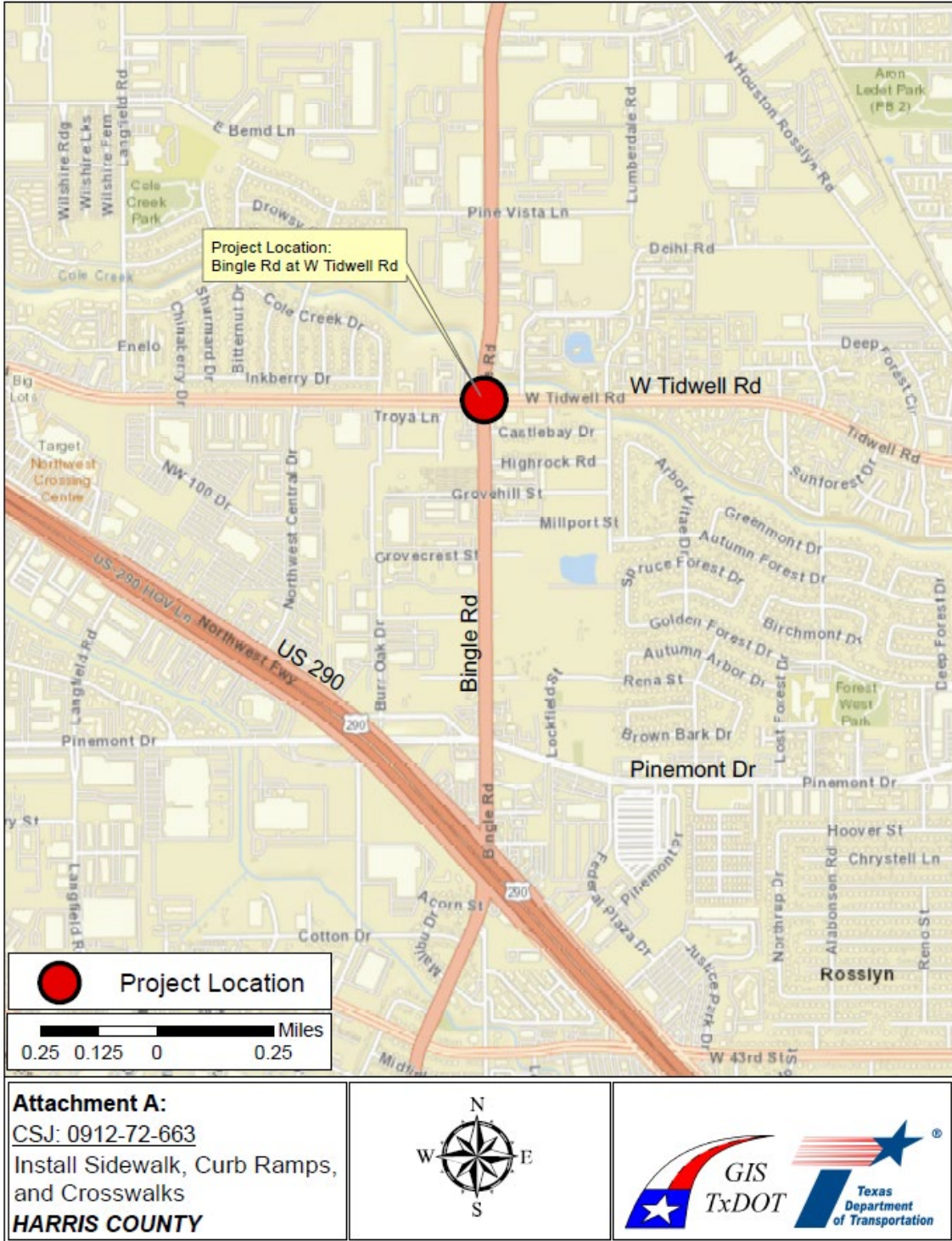


TxDOT:				Federal Highway Administration:	
CSJ #	0912-72-662/661/663/674			CFDA No.	20.205
District #	12-Houston	AFA ID	Z00004325	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61923				
Project Name	Safety Improvement Projects			<i>AFA Not Used For Research & Development</i>	

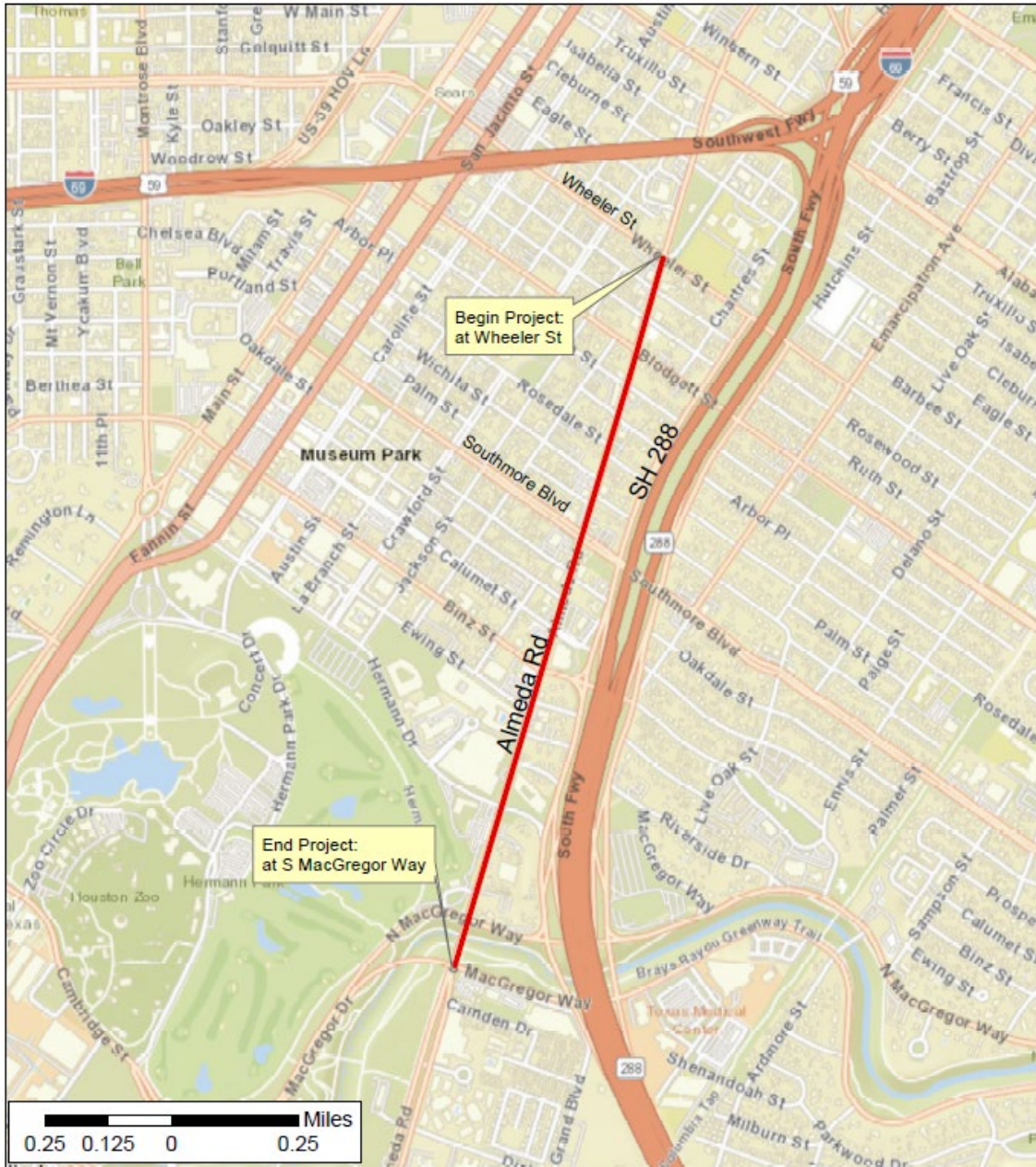


<p>Attachment A: <u>CSJ: 0912-72-661</u> Install Sidewalks, Pedestrian Ramps, and Crosswalks HARRIS COUNTY</p>		
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TxDOT:				Federal Highway Administration:	
CSJ #	0912-72-662/661/663/674			CFDA No.	20.205
District #	12-Houston	AFA ID	Z00004325	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61923				
Project Name	Safety Improvement Projects				
				<i>AFA Not Used For Research & Development</i>	



TxDOT:				Federal Highway Administration:	
CSJ #	0912-72-662/661/663/674			CFDA No.	20.205
District #	12-Houston	AFA ID	Z00004325	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61923				
Project Name	Safety Improvement Projects				
<i>AFA Not Used For Research & Development</i>					



<p>Attachment A: CSJ: 0912-72-674 Install Pedestrian Ramps & Pavement Markings HARRIS COUNTY</p>		
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Exhibit B

Advance Funding Agreement [Highway Safety Improvements Project – Off-System]

Exhibit B

TxDOT:				Federal Highway Administration:	
CSJ #	0912-72-662/661/663/674			CFDA No.	20.205
District #	12-Houston	AFA ID	Z00004325	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61923				
Project Name	Safety Improvement Projects			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
A Highway Safety Improvement Project (HSIP)
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Near Northwest Management District**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **safety improvement projects at various locations**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of of the following work, at locations as shown on Attachment A:

- 0912-72-662 – Installation of sidewalks on W 19th St from Durham to Bevis, Beall St from W 18th St to W 19th St, Bevis St from W 19th St to W 20th St
- 0912-72-661 – Installation of sidewalks, pedestrian ramps, and crosswalks at various locations in St. George Place Redevelopment Authority’s boundaries: Skyline Dr at E Greenridge Dr, Skyline Dr at W Greenridge Dr, Fairdale Ln at Unity Dr, Beverly Hill St at Greenridge Dr, Skyline Dr at Unity Dr, Beverly Hill St at Unity Dr, Beverly Hill St at Fountain View Dr, Winsome Ln at Greenridge Dr, Beverly Hill St at W Greenridge Dr, Beverly Hill St at E Greenridge Dr, Windswept Ln at W Greenridge Dr, Southwest Fwy at E Greenridge Dr, Southwest Fwy at Windswept Ln, Windswept Ln at Unity Dr, and Fairdale Ln at Greenridge Dr
- 0912-72-663 – Installation of sidewalks, curb ramps, and crosswalks on Bingle Rd at Tidwell Rd intersection
- 0912-72-674 – Installation of pedestrian ramps and pavement markings on Alameda Rd from Wheeler Ave to S MacGregor Way

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

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- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that

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utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the

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provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

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The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be

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accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Near Northwest Management District ATTN: President 7603 Antoine Drive Houston, TX 77088	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local

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Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the

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State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

TxDOT:				Federal Highway Administration:	
CSJ #	0912-72-662/661/663/674			CFDA No.	20.205
District #	12-Houston	AFA ID	Z00004325	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61923				
Project Name	Safety Improvement Projects			<i>AFA Not Used For Research & Development</i>	

testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, 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 Local Government of its

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failure to carry out its approved program, the State 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 the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex 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-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall

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Code Chart 64 #	61923				
Project Name	Safety Improvement Projects			<i>AFA Not Used For Research & Development</i>	

complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

TxDOT:				Federal Highway Administration:	
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Project Name	Safety Improvement Projects				<i>AFA Not Used For Research & Development</i>

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

 Kenneth Stewart
 Director of Contract Services
 Texas Department of Transportation

 Wayne Norden
 President
 Near Northwest Management District

 Date

 Date

Exhibit C
Project Cost Table

Entity	CSJ	Award Amount	Match	Total	%
SGPRA	0912-72-661	\$ 474,750	\$ 52,750	\$ 527,500	27%
MHRA	0912-72-662	\$ 705,942	\$ 78,438	\$ 784,380	41%
NNMD	0912-72-663	\$ 284,872	\$ 31,652	\$ 316,524	16%
GSMD	0912-72-674	\$ 273,150	\$ 30,350	\$ 303,500	16%
Totals		\$ 1,738,714	\$ 193,190	\$ 1,931,904	100%

Cost Categories	Amounts	SGPRA-661	MHRA-662	NNMD-663	GSMD-674
Non-Construction Direct Costs	\$21,000	\$5,734	\$8,526	\$3,441	\$3,299
Construction Direct Costs	\$15,000	\$4,096	\$6,090	\$2,458	\$2,356
Federal Match	\$193,190	\$52,750	\$78,438	\$31,652	\$30,350
NNMD Fees	\$43,615	\$14,243	\$21,178	\$0	\$8,195
Total Payment	\$272,806	\$76,822	\$114,233	\$37,551	\$44,200

Exhibit C

Exhibit D
Escrow Agreement

Exhibit D

and a Project Partner (each a “Joint Written Instruction”) stating that the Lead Sponsor and the Project Partner authorize the release of a Partner Contribution and specifying the amount of the Partner Contribution to be released to Lead Sponsor (“Partial Release Amount”), Escrow Agent shall release said portion of the Escrowed Funds in the Partial Release Amount to Lead Sponsor.

- b. Upon receipt of written instructions signed by Lead Sponsor stating that the Lead Sponsor authorizes the release of its Partner Contribution and specifying the amount of Lead Sponsor’s Partner Contribution to be released, Escrow Agent shall release said portion of the Escrowed Funds in the amount of Lead Sponsor’s Partner Contribution.
 - c. Upon receipt of a Joint Written Instruction from a Project Partner and the Lead Sponsor stating that the Project Partner’s component of the Project has been removed from the Project and specifying the amount of the Escrowed Funds to be released to the Project Partner (“Partial Refund Amount”), Escrow Agent shall release said portion of the Escrowed Funds in the Partial Refund Amount to the applicable Project Partner.
 - d. Upon a written request from the Lead Sponsor stating that the Project has been completed and requesting that the Escrow Agent provide an accounting, the Escrow Agent shall provide an accounting of the funds remaining in the Escrow Account that specifies the amount of Escrowed Funds remaining in the Escrow Account (“Remainder Amount”). Upon receipt of a Joint Written Instruction from the Lead Sponsor and all of the Project Partners specifying the amount of the Remainder Amount to be released to each Project Partner and the Lead Sponsor, based on the pro rata share of each Project Partner and the Lead Sponsor to the Project as calculated pursuant to Section 3.01 of the ILA (each, a “Partial Remainder Amount”), Escrow Agent shall release said portions of the Escrowed Funds in the applicable Partial Remainder Amounts to each Project Partner and the Lead Sponsor.
4. TERM. This Agreement shall terminate upon the disbursement by the Escrow Agent of all Escrowed Funds in the Escrow Account to the Lead Sponsor or, as applicable, to a Project Partner, in accordance with the terms of this Agreement.
5. BINDING AGREEMENT; NO ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and to their heirs, successors, and legal representatives. However, this Agreement is not assignable or transferable by any Party without the express written consent of all Parties.
6. NOTICES. Any notice required or permitted to be given under this Agreement must be in writing and shall be delivered by one of the following: (a) depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested; (b) depositing with Federal Express for overnight delivery, or other reputable overnight courier; (c) sending by facsimile (with retained receipt) or other

electronic transmission (including email) (with retained receipt); or (d) delivering by hand delivery. Notice given as aforesaid shall be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. Notice given in any other manner shall be effective only upon receipt by the Party to whom it is addressed. For purposes of notice, the addresses of the Parties shall be as follows:

If to the Lead Sponsor or the Project Partners, to:

NNMD

Near Northwest Management District
c/o Mr. Wayne L. Norden, President
7603 Antoine Drive
Houston, Texas 77088

With copy to:
Husch Blackwell LLP
c/o Ms. Sandy Hellums-Gomez
600 Travis Street, Suite 2350
Houston, TX 77002

MHRA

Memorial Heights Redevelopment
Authority
Attn: Sherry Weesner
c/o SKLAW, LLP
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

With copy to:
SKLAW, LLP
c/o John Kuhl
1980 Post Oak Blvd., Suite 1380
Houston, TX 77056

GSMD

Greater Southeast Management District
c/o Executive Director
5445 Almeda Road, Suite 503
Houston, Texas 77004

With copy to:
Bracewell LLP
c/o Clark Stockton Lord
711 Louisiana Street, Suite 2300
Houston, Texas 77002

SGPRA

St. George Place Redevelopment Authority
Attn: David Hawes
c/o Hawes Hill & Associates, LLP
P.O. Box 22167
Houston, TX 77024

With copy to:
ABHR LLP
c/o Timothy Austin
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

If to Escrow Agent, to:

Any Party may change its address to another location in the continental United States, upon five (5) days prior written notice to the other Parties given in the manner provided above.

7. **NO THIRD PARTY BENEFICIARIES.** This Agreement shall not be enforceable by, and the Parties have not intended by this Agreement to benefit any third party.

8. **CAPITALIZED TERMS.** Any capitalized terms used in this Agreement and not otherwise defined shall have the same meaning as set forth in the ILA.

9. ENTIRE AGREEMENT. This Agreement, including the recitals and exhibits attached to this Agreement, the applicable portions of the ILA referenced herein, and all of the terms and conditions set forth herein constitutes the entire agreement between Parties and supersedes any prior oral understandings, written agreements, proposals, or other communications between the Parties with respect to the subject matter herein. In the event of conflict between this Agreement and any other document or agreement incorporated into or referenced by this Agreement, the provisions of this Agreement shall prevail.

10. AMENDMENTS. Any change or modification to this Agreement will not be effective unless made in writing and signed by the Parties.

11. SEVERABILITY. In case any provision hereof shall for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

12. CAPTIONS AND HEADINGS. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

13. GOVERNING LAW; VENUE. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Agreement, unless otherwise specified herein. Exclusive venue for any legal or administrative proceeding relating to this Agreement shall be in any court of competent jurisdiction in Harris County, Texas.

14. COUNTERPARTS; ELECTRONIC SIGNATURES; ELECTRONIC TRANSMISSION. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Any Party may sign this Agreement via electronic signature and all Parties agree to accept such signature as an original for purposes of this Agreement. A copy of this Agreement signed by the Parties and other documents required under this Agreement may be transmitted by, and the Parties agree to receive the executed Agreement and other documents, via electronic mail.

[Signatures appear on the following pages]

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, made effective as of the date that Escrow Agent acknowledges receipt of a copy of this Agreement executed by the Lead Sponsor and all of the Project Partners ("Effective Date").

NNMD:
NEAR NORTHWEST MANAGEMENT
DISTRICT

SGPRA:
ST. GEORGE PLACE
REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____
Tax ID No.:

By: _____
Name: _____
Title: _____
Tax ID No.:

MHRA:
MEMORIAL HEIGHTS
REDEVELOPMENT AUTHORITY

GSMD:
GREATER SOUTHEAST
MANAGEMENT DISTRICT

By: _____
Name: _____
Title: _____
Tax ID No.:

By: _____
Name: _____
Title: _____
Tax ID No.:

ESCROW AGENT:

/ _____ /

By: _____
Name: _____
Title: _____

Exhibit A

Project Contribution Amounts

Entity	CSJ	Award Amount	Match	Total	%
SGPRA	0912-72-661	\$ 474,750	\$ 52,750	\$ 527,500	27%
MHRA	0912-72-662	\$ 705,942	\$ 78,438	\$ 784,380	41%
NNMD	0912-72-663	\$ 284,872	\$ 31,652	\$ 316,524	16%
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NNMD Fees	\$43,615	\$14,243	\$21,178	\$0	\$8,195
Total Payment	\$272,806	\$76,822	\$114,233	\$37,551	\$44,200



November 9 2022

Marc D. Williams
Executive Director
Texas Department of Transportation
125 E. 11th Street
Austin, TX 78701

**RE: Greater Southeast Management District
FY22 Highway Safety Improvement Program Submission**

Dear Mr. Williams

The Greater Southeast Management District appreciates the partnership opportunity with the City of Houston to address safety concerns within our community. We have developed the attached Off-System Highway Safety Improvement Program (HSIP) applications to improve safety and access for all users.

The District is committed to providing the 10% local match commitment for the Griggs Road Sidewalk Improvement Project, if required, per program requirements and costs associated with design and potential cost overruns associated with this project.

Additionally, we are working in partnership with the OST/Almeda Corridors Redevelopment Authority to act as the sponsor for the Brays Bayou Systemic Safety Improvement Project. The District will work with the OST/Almeda Corridors Redevelopment Authority to provide the costs required for any project design and development activities and for any potential cost overruns associated with the Brays Bayou Systemic Safety Improvement Project.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Smith", is written over a blue horizontal line.

Brian Smith
Chairman
Greater Southeast Management District



NORTH MACGREGOR WAY & HIGHWAY 288 SERVICE RD SAFETY IMPROVEMENTS

THE GOODMAN CORPORATION
TBPELS Firm Registration No. 19990
 3200 TRAVIS, SUITE 200
 HOUSTON, TEXAS 77006
 Phone: 713.951.7951

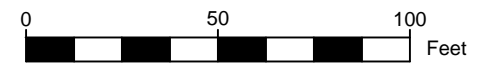
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 MANAGEMENT DISTRICT
 INTERSECTION LAYOUTS**

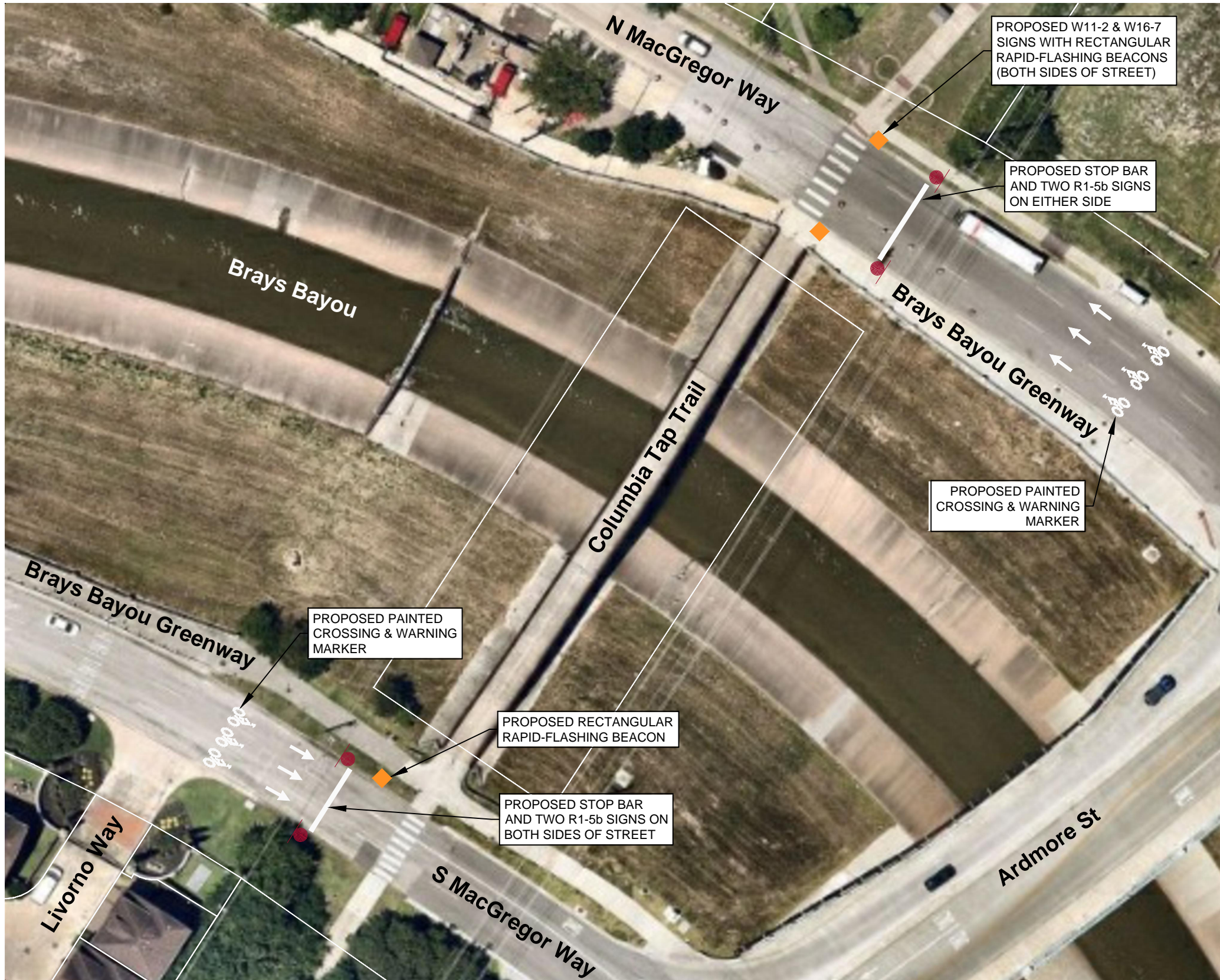
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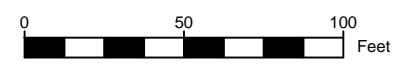
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COLUMBIA TAP RAIL-TRAIL & N MACGREGOR WAY SAFETY IMPROVEMENTS

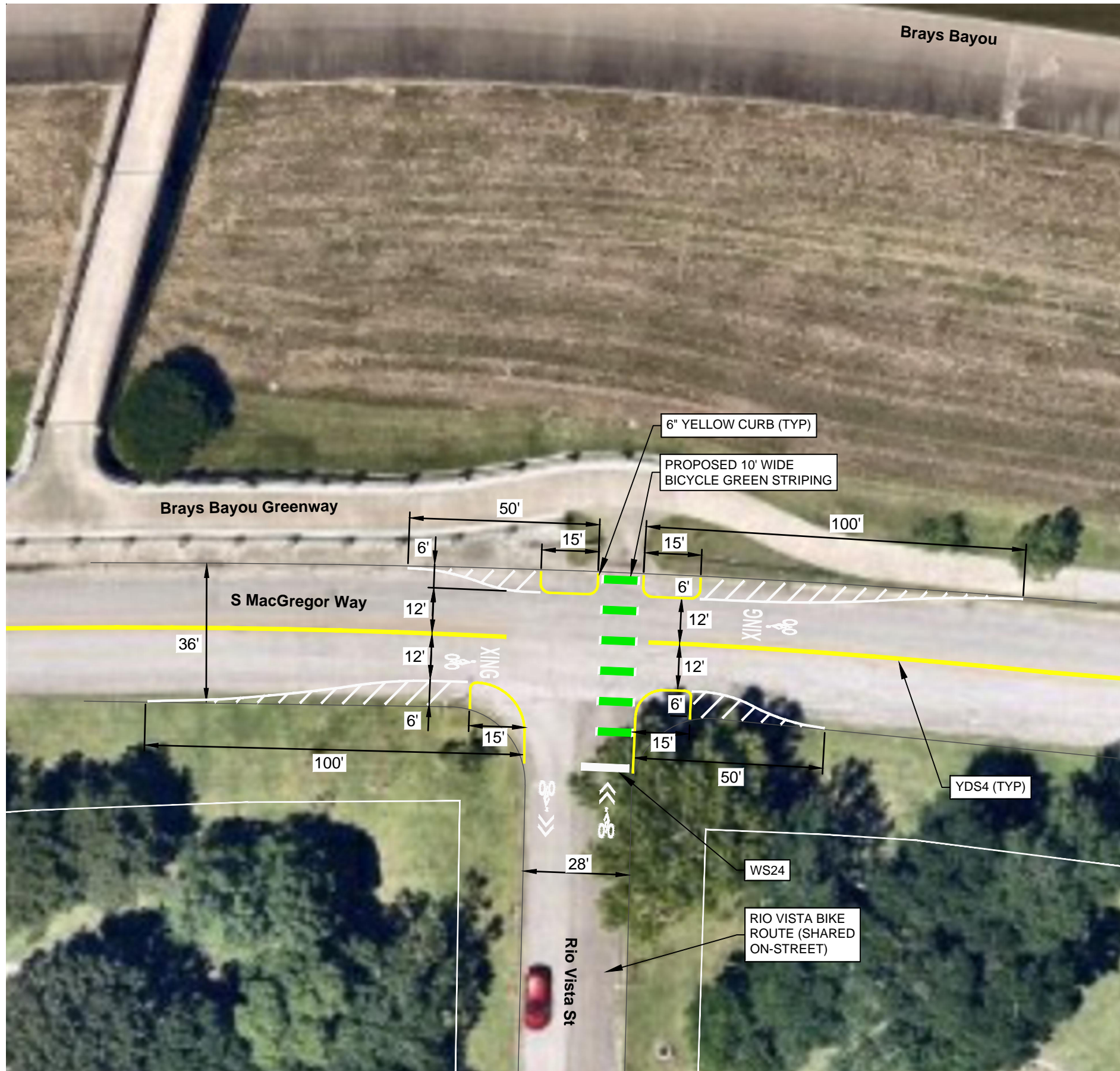


THE GOODMAN CORPORATION
TBPELS Firm Registration No. 19990
 3200 TRAVIS, SUITE 200
 HOUSTON, TEXAS 77006
 Phone: 713.951.7951

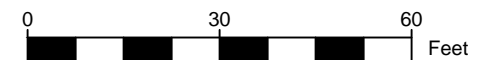
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RIO VISTA ST & S MACGREGOR WAY SAFETY IMPROVEMENTS



THE GOODMAN CORPORATION
TBPELS Firm Registration No. 19990
 3200 TRAVIS, SUITE 200
 HOUSTON, TEXAS 77006
 Phone: 713.951.7951

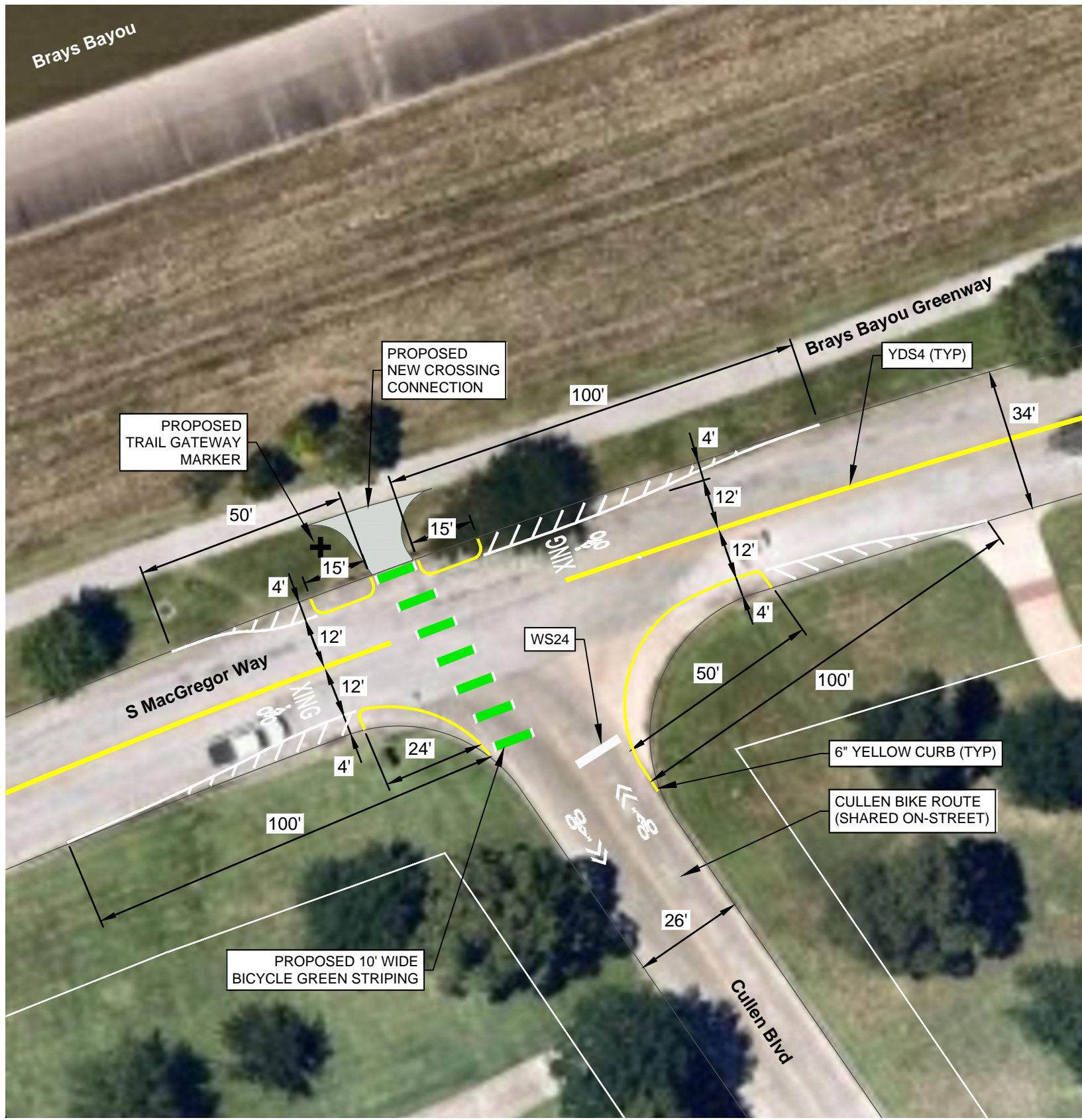
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 MANAGEMENT DISTRICT
 INTERSECTION LAYOUTS**

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 3 OF 4

DWG No. _____

SCALE: AS SHOWN

BY: EFC REV: JB



CULLEN BLVD & S MACGREGOR WAY SAFETY IMPROVEMENTS

THE GOODMAN CORPORATION
TBPELS Firm Registration No. 19990
 3200 TRAVIS, SUITE 200
 HOUSTON, TEXAS 77006
 Phone: 713.951.7951

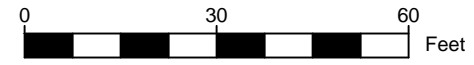
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 MANAGEMENT DISTRICT
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 4 OF 4

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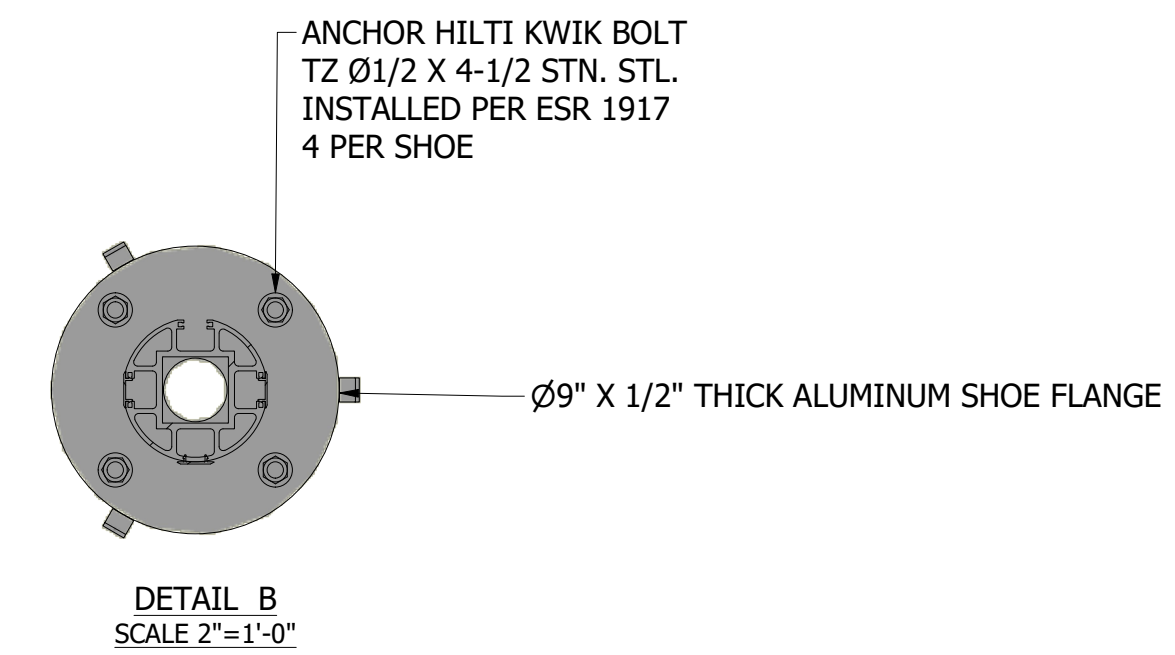
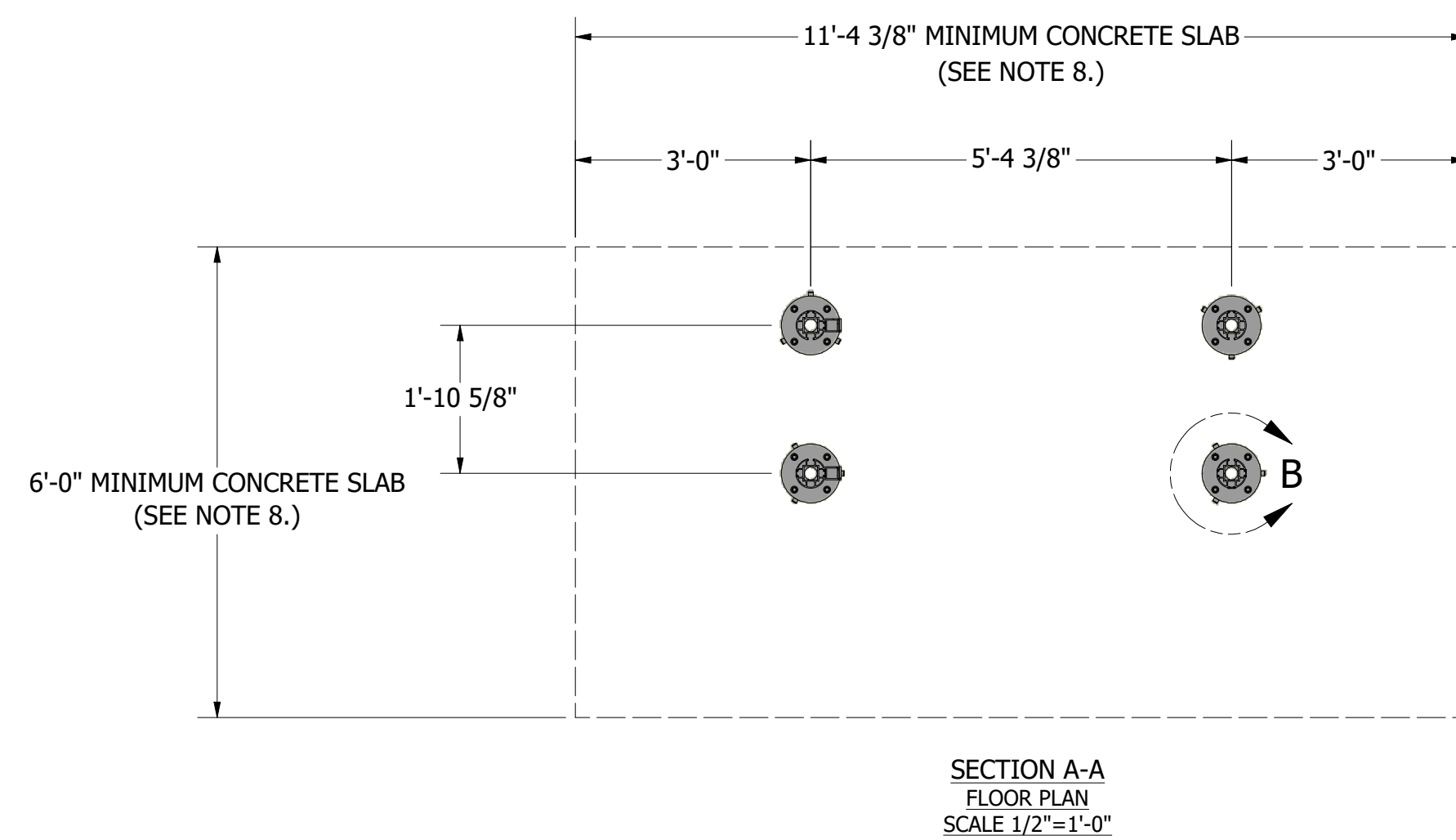
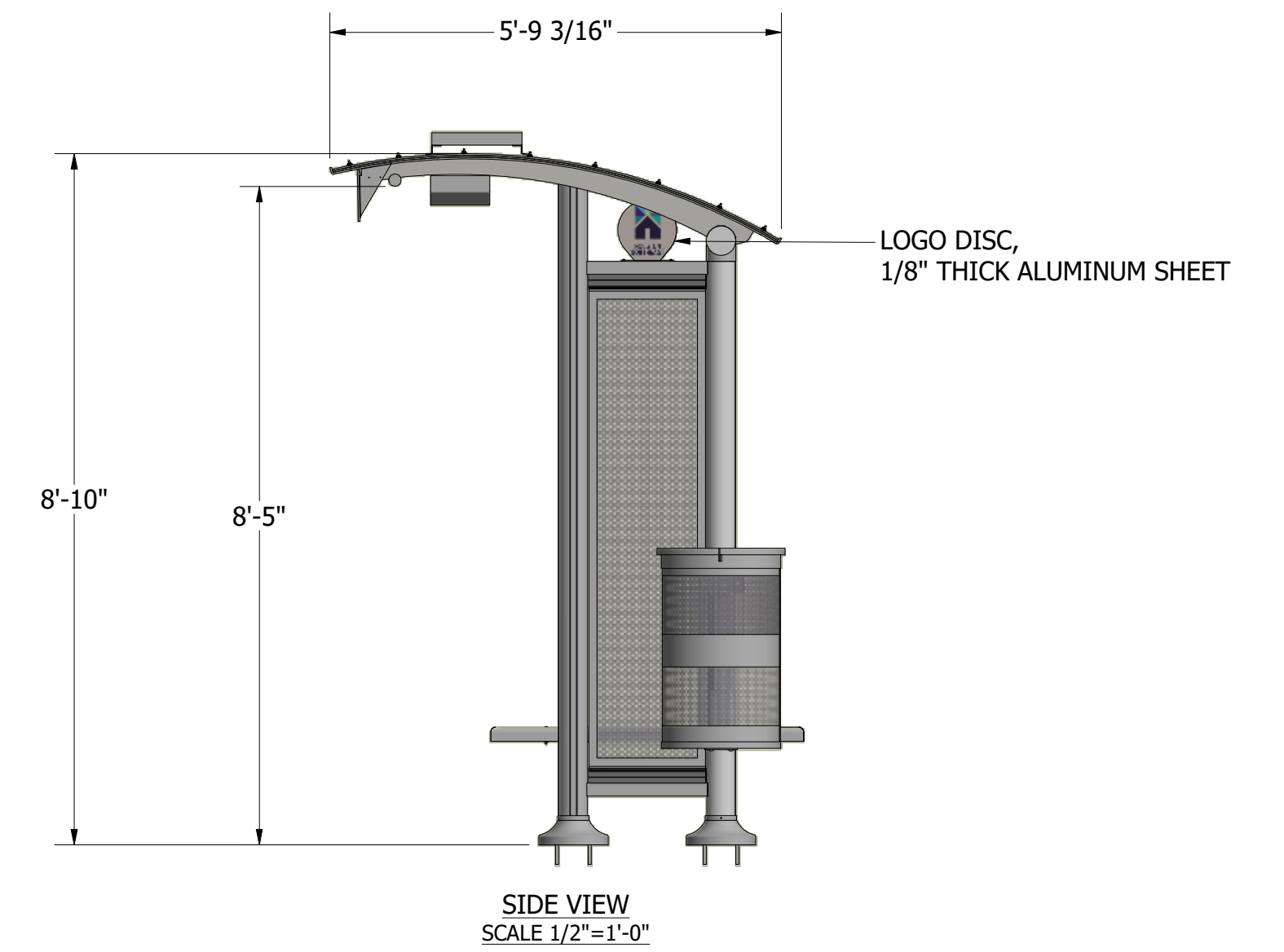
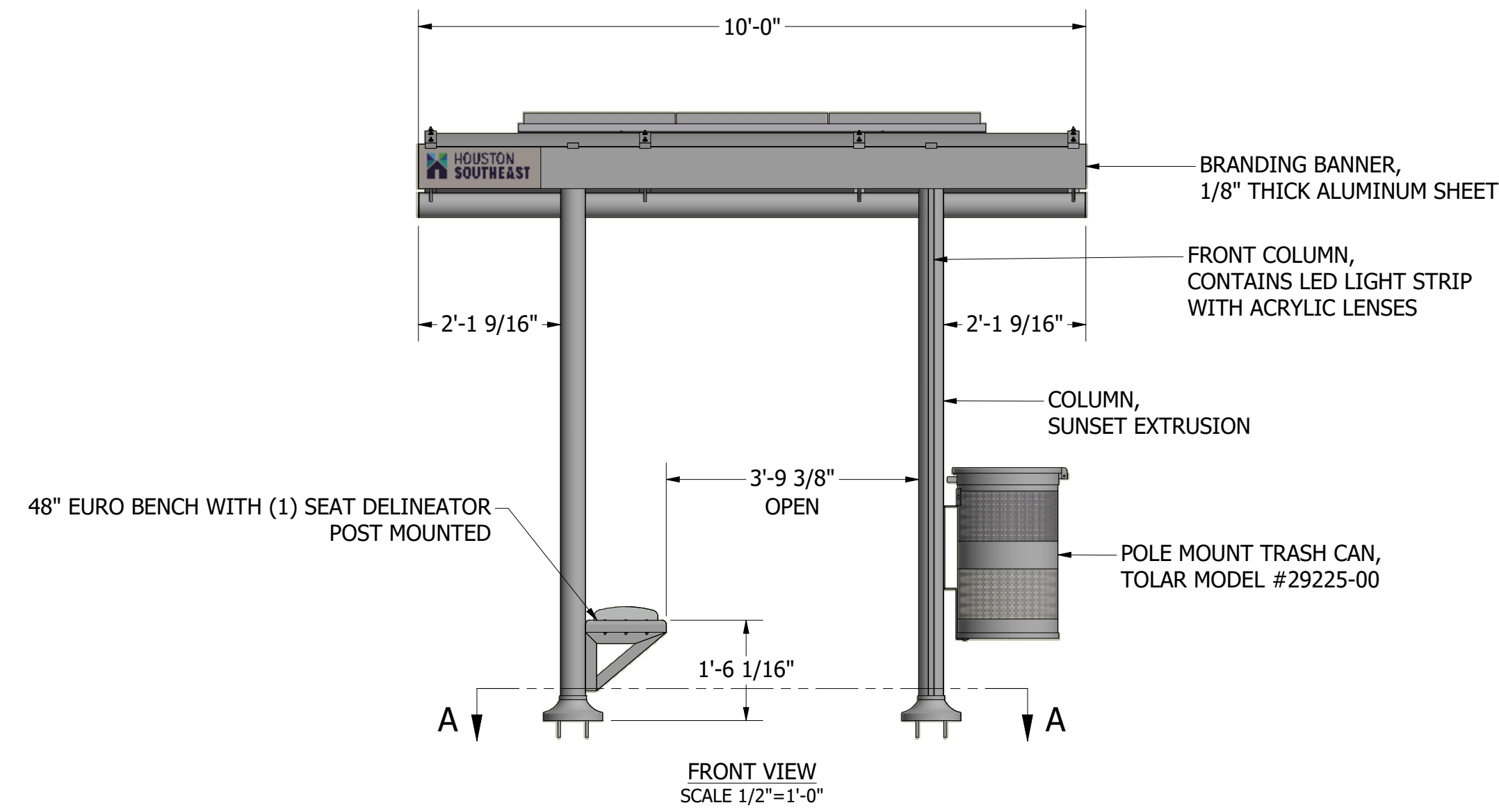
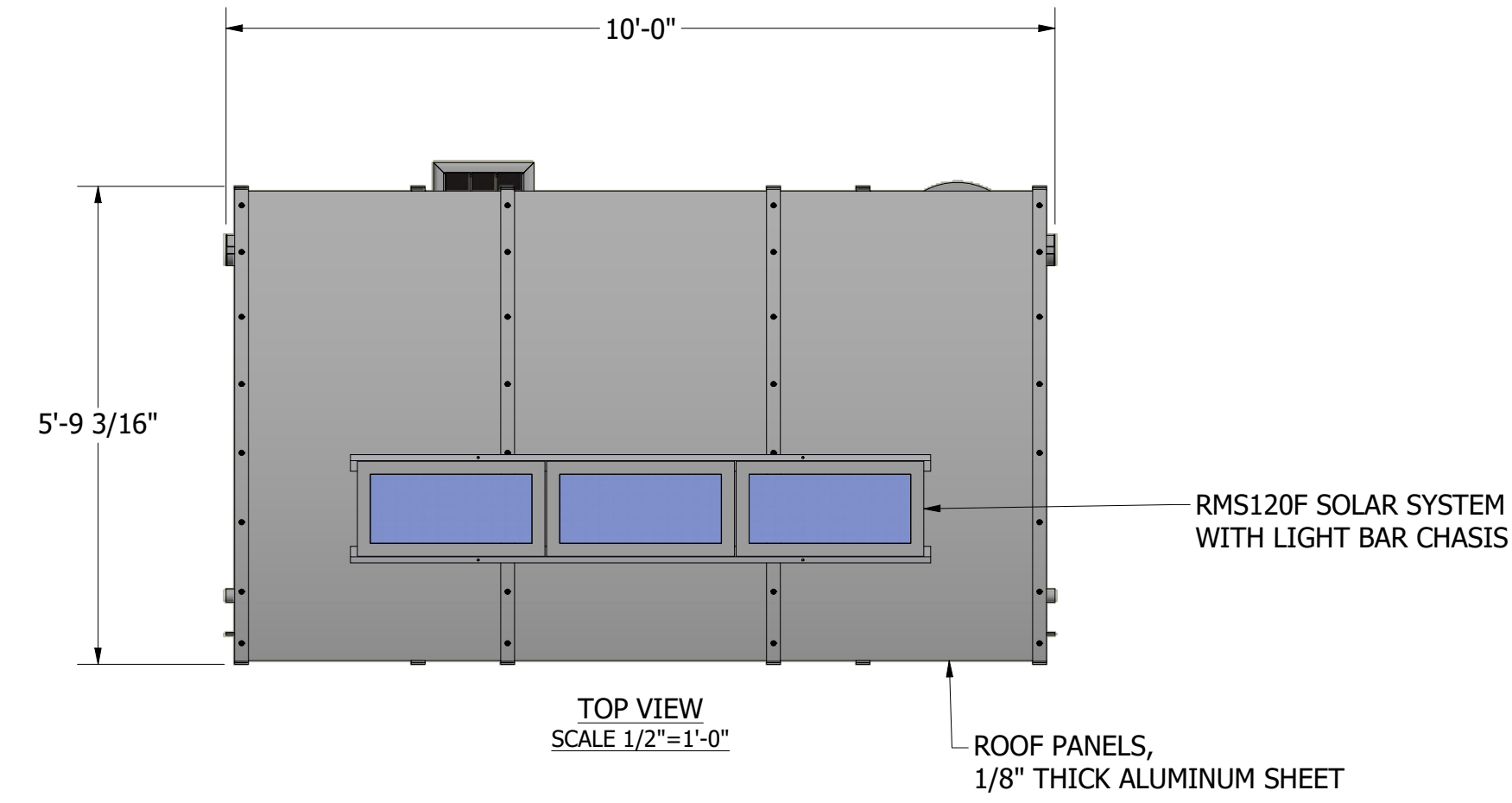
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BY: EFC REV: JB



GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
8. CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS.



THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.		TOLAR TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION 10' NON AD CUSTOM DOME SHELTER			
CUSTOMER/VENDOR	HOUSTON, TX	DWG NO.	34299-03
SIZE	MATL. VARIES	DWG NO.	34299-03
SCALE	AS NOTED	DATE	5/5/2021
		DRAWN BY:	RFarr



Quote No:	21847 SW
Date:	12/7/2022
Quote Expires:	30 Days
Sales Contact:	Scott Williams
Phone:	951-547-8230
Email:	swilliams@tolarmfg.com

Customer:	Project:
Nikki Knight Senior Projects Manager Greater Southeast Management District 5445 Alameda Road, Suite 503 Houston, TX 77004	GSMD Sunset "Mini" Shelters

Lead Time:	16 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	14	Tolar Model 34299-03 - 10' Signature Sunset "Mini" Transit Shelter with GSMD Standard Non-Advertising Specification, including: RMS120F solar powered LED lighting system with overhead security lighting and LED lighting in right front post; 20 gallon post mount trash receptacle (Model 29225-00) ; and integrated 48" post mount Mesa bench seating.	\$ 13,585.00	\$ 190,190.00
2	14	Shelter Installation Services - Surface mount installation on approved and prepared site of complete shelter Tolar Model 34299-03.	\$ 3,125.00	\$ 43,750.00

QUOTE APPROVED FOR PURCHASE:	
Signature:	
Print Name:	
Date:	
PO No:	

Sub-Total:	\$ 233,940.00
ESTIMATED Freight:	\$ 7,200.00
FIRM Freight:	\$ -
TOLAR Delivery:	\$ -
CA State Sales Tax	0.00% \$ -
Total:	\$ 241,140.00

Pricing Notes:

- Local/State sales and/or use taxes are not included and are the responsibility of the purchaser, unless specified above.
- If requested, structural engineering calculations from a licensed engineer in the state of installation are additional cost of \$1,200.00 per design/model.
- Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
- Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.
- Client provides unloading at destination, including forklift and labor as necessary.
- Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

- Drawings and Specifications:** All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
- Vendor Status:** Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.
- Payment Terms:** Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.
- Late Payment Penalty:** Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.
- Cancellation:** If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.
- Delivery, Title and Receipt:** Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.



Quote No:	21847 SW
Date:	12/7/2022
Quote Expires:	30 Days
Sales Contact:	Scott Williams
Phone:	951-547-8230
Email:	swilliams@tolarmfg.com

Customer: Nikki Knight Senior Projects Manager Greater Southeast Management District 5445 Alameda Road, Suite 503 Houston, TX 77004	Project: GSMD Sunset "Mini" Shelters
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Lead Time:	16 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
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- 7. Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.
- 8. Delivery Dates: Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.
- 9. Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.
- 10. International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.
- 11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
- 12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.
- 13. Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 14. Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.
- 15. Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.

MARTIN CONSTRUCTION MANAGEMENT & DESIGNS, LLC PROPOSAL FOR PROJECT/CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

October 6, 2022

PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR DISTRICT-WIDE PROJECTS

1. Project Background and Description

The Greater Southeast Management District (GSMD) is moving forward with various projects that are vital to the community's well-being. These projects will help to achieve its goals of promoting, developing, and encouraging opportunities for residents and businesses in the area. The projects illustrate the District's commitment to fostering growth and making neighborhoods better, safer, more visible, and even more beautiful. The District expects to utilize professional consulting services including project management, construction management, and inspection services on various projects. The services are of a recurring nature where the delivery times may vary significantly.

The first such project whereby said consulting services are anticipated includes the installation of traffic calming devices and other improvements on Caroline Street at Rosedale Street. The Greater Southeast Management District (Houston Southeast) worked with a host of strategic partners to develop a plan for improvements on Caroline Street that address the issues of multi-modal accessibility, pedestrian safety and comfort, ecosystem services, neighborhood identity, and by extension, economic development potential in the area. This project is an effort to help develop the Caroline Promenade as a "cultural spine" as identified in the Museum Park Livable Center Study.

2. Scope of Work

In order to assist the GSMD with the completion of various projects, **Martin Construction Management & Designs, LLC (MCMD)** proposes to perform the following scope:

Project and Construction Management Services

- Coordinate between local municipal authorities, governmental agencies (COH, METRO, TXDOT, HCFCD, etc.), utility companies and others who may be involved in the project.
- Discuss design clarifications and recommendations with Owner and Design Team to assist in resolving field problems relating to the construction.
- Perform together with the Owner's representatives, observations of the construction site to determine the dates of substantial and final completion of the work. Make recommendation to the Owner as to the proper date for the issuance of the final certificate of payment.

- Work with the construction Contractor to develop acceptable construction schedules compatible with contract requirements.
- Monitor the construction Contractor's progress and schedule. Review the Contractor's schedule to ensure that it indicates duration, sequencing for major construction activities, and identifies critical activities. Monitor and report the status of key decisions and issues influential to the progress of the work.
- Ensure that closeout documents are submitted and processed in a timely fashion, including coordination of the final estimate.
- Conduct the pre-construction conference, and record and distribute the meeting minutes.
- Prepare and process construction contract change orders. Evaluate and negotiate change orders as authorized and approved by the Owner and make recommendations regarding change orders to the Owner.
- Assist with the analysis and defense of claims relating to the project and maintain project records to support this effort.
- Assist in the completion and acceptance procedures and tests required for the project.
- Administer the construction contract to achieve timely completion of the construction of the project.
- Provide advice, reviews, and assistance to the Owner and Design Team in connection with the construction of the project.
- Perform review, coordination, and liaison work between Owner and Design Team, and interested public or private entities to achieve maximum efficiency and continuity in the construction of project.
- Familiarization with studies, reports, etc., prepared in advance of or during design of the project.
- Review of working drawings and specifications related to the project design where appropriate. Provide advice and consultation concerning such documents, including particularly their adequacy, accuracy and constructability.
- Conduct meetings that include the Owner, Design Team and others prior to and during the construction phase of the project and/or coordinate the above-mentioned parties.
- Review all progress payment requests submitted by the construction Contractor and make recommendations for payment to the Owner. The Construction Manager shall ensure all such requests are in accordance with construction Contractor's contractual requirements.
- Review monthly testing invoices and make recommendations for payment to the Owner.

Construction Administration Services

- Processing of product submittals, laboratory, shop, and mill tests of material and equipment for general conformity with Construction Document requirements and report to the Owner in writing on such matters.
- Processing of all Request For Information (RFI) and maintain a log of all such documents for the duration of the construction process.
- Establish and Maintain Document Control (Filing) System to include all records, certificates, guarantees, warranties and releases required from the construction contractor(s). Maintain an all-inclusive file for transmittal to the Owner at the completion of the Project.

Project Controls Services

- Prepare and distribute as required, monthly status reports to include budget information, current estimates of construction cost and schedule, obligations and action items required, status of change orders, anticipated change orders, expenditures and estimated cost at completion, contractor payment reports, and other information necessary to define the current project status.
- Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders.

Inspection Services

Such services shall consist of the close, technical, on-site examination of the materials, structures, equipment and workmanship and methods used by the construction contractor to ensure that the project is constructed in compliance with the construction documents and according to good construction practices. Such services shall include but not be limited to the following:

- Provide on-site observation of the progress and quality of work for the construction contract. Advise the Owner of any observed deviations from the construction documents in a timely manner so as to minimize delay in the progress of the work.
- Inspection Services and coordination of Architect/Engineer to determine work and material furnished are in general conformance with the drawings and specifications. Notify the Owner if the work is not in compliance with the construction documents and of any failure of the Contractor to take corrective actions.
- Inspect and observe the materials and equipment being incorporated into the work to assure that they are handled, stored and installed properly and adequately and are in compliance with the construction documents.
- Assure that lab testing services are performed in compliance with the permitted plans and specifications for the project and as outlined in the contract documents.
- Maintain a daily progress report to record work performed and significant job events.
- Review the construction Contractor's traffic control methods with the submitted traffic control plans and identify any noncompliance.
- Verify governmental agency approvals are received prior to traffic relocations.
- Ensure that the construction Contractor's safety program, as well as the means and methods of construction, shall remain the whole and exclusive responsibility of the construction Contractor.
- Inspectors shall include quantities completed and materials received in the daily reports as a means to verify monthly progress. Inspector daily reports shall be reviewed against the plans and previously reported completed work.
- Provide a substantial completion inspection of the project and prepare for the Owner's approval a Certificate of Substantial Completion and a list of work to be completed or corrected.
- Provide a final inspection of the project in conjunction with the Owner and Design Consultants; and
- Prepare a Certificate of Final Completion and other closeout documentation for approval by the Owner and the City.

Contractor Warranty Monitoring

- Perform a warranty compliance survey for constructed facilities. No less than thirty (30) days and no more than forty-five (45) days before the expiration of the correction period established by the Contract Documents, the Construction Manager, along with the Owner, shall observe the construction site.
- After such observation, the Construction Manager shall furnish the Owner with a written report enumerating items which require repair or replacement as provided under the correction period provisions of the Construction Documents. To perform this effort, the Construction Manager shall provide qualified personnel to assist the Owner in performing the warranty compliance survey; and
- Maintain adequate records for monitoring the effective dates and expiration dates of the warranties. If requested by the Owner, the Construction Manager shall also assist in determining appropriate action to remedy non-performing equipment and other deficiencies in the constructed work and in dealing with the construction Contractor.

3. Deliverables

- Minutes of meetings held with Contractor.
- Construction Inspection reports.
- Recommendations for payment to construction Contractor progress payments.
- Project memoranda recommending scope and/or schedule revisions.
- Substantial and Final Completion Certificates including punch lists.
- Closeout documents as generated by Contractor and other parties including Operations & Maintenance (O&M) Manuals, warranties, spare parts and maintenance materials.

4. Fees

The proposed not-to-exceed amount for services (including fees and reimbursables) is **\$10,000.00**.

The following table represents the classifications and hourly billing rate of personnel anticipated to be directly engaged on the project:

<u>Classification</u>	<u>Hourly Rate</u>
Project/Construction Manager	\$125.00
Inspector	\$75.00

The scope of work and fees specified above are estimated based on part-time inspection and on information available at the time of this writing. Changes in the scope of work or fees (not-to-exceed amount) require prior written approval by the Owner.

Respectfully submitted,

Zachery Martin

Zachery Martin
President

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize proceeding.

Approved By: GSMD Representative _____
Date

ACC & TA Grants				
Category	Category Rate	Task 1	Task 2	Totals
		ACC Outreach Grant	TA Columbia Tap Grant	
Admin I	\$92.55			
Associate I	\$94.10			
Associate II	\$112.61			
Associate III	\$123.40	40	40	\$9,872
Senior Associate I	\$138.83	16	32	\$6,664
Senior Associate II	\$161.97			
Senior Associate III	\$177.39			
Principal I	\$195.90	16	16	\$6,269
Principal II	\$220.58	8	8	\$3,529
Principal III	\$269.95	16	16	\$8,638
Principal Engineer	\$229.07			
Staff Hours By Task		96	112	\$34,972
Subtotals				
Subtotal: Staff Expense		\$16,376	\$18,597	\$34,972
Subtotal: Other Direct Expenses				
Subtotal: Sub-Contractor				
TGC Cost of Preparation		\$16,376	\$18,597	\$34,972
Potential Grant Request		\$500,000	\$250,000	\$750,000

The above level of effort is not a request for additional budget, it just reflects estimated TGC expenditures from our existing contract.

**Affordable Connectivity
Outreach Grant
Summary**

This program through the FCC will provide match-free federal funding (\$50k - \$1M) to perform outreach activities to notify low-income households of their ability to receive \$30/month discount in internet access and \$100 vouchers for laptop/tablet/computer. While not a core mission of the District, the program will help at-risk individuals in the District (of which 40% of the population of certain census block groups are eligible). The District would partner with NRCDC or similarly oriented local non-profit/CDC to implement the project.

**Transportation
Alternative Grant
Summary**

This is a pot of TxDOT bicycle/pedestrian funding. The District would like to partner with the Friends of the Columbia Tap Trail to pursue up to \$250,000 (matched by \$50,000 in District funds) in planning and project development funding to identify improvements to the trail in the form of safety, lighting, and adjacent connections. The District may pursue partnerships with the East Downtown Redevelopment Authority, and others, to expand the scope of the grant. This would occur through the grant development process.

SWA Houston

The Jones on Main
712 Main Street, 6th Floor
Houston, Texas
77002
+1.713.868.1676
www.swagroup.com

ADDITIONAL SERVICES

December 9, 2022

Greater Southeast Management District
5445 Alameda Rd. Suite 503
Houston, TX 77004

Attention: Nikki Knight

Subject: Houston Southeast Supplemental Lighting Plan: Additional Service #2
TGCT001

Dear Ms. Knight,

This letter is in response to your request at the meeting on December 2th, 2022 for SWA Group to provide Additional Services on the subject project. The scope for Additional Services includes Schematic Design, Design Development, Construction Documentation and Construction Administration for branded entry monuments at Houston Southeast gateway locations, listed below:

1. Peggy Park/Cleburne Node;
2. OST/288 Node;
3. 610/MLK Node;
4. Scott/I-45 Node;
5. 288/MacGregor Node;
6. Griggs/Palm Center Node;
7. OST/Spur 5 Node;
8. Holcombe/Main Node

The scope of these services is outlined below:

I. **ADDITIONAL SCOPE OF SERVICES**

(the exact task deliverables to be provided as an appendix upon further discussion with the client):

A. Schematic Design

SWA will prepare schematic design drawings defining the overall character and treatment of gateway monuments and their landscape setting, and a preliminary estimate of probable landscape construction cost based upon the schematic.

B. Design Development

Following approval of the schematic design plans and the Client's authorization to commence design development, SWA shall prepare design development drawings and a preliminary estimate of probable construction cost for the monumentation sites. The design development plans will further define the character and essentials of the project, including selection of materials.

C. Construction Documentation

1. Upon the Client's approval of the design development plans and preliminary cost estimate, SWA will develop working drawings and technical sections of specifications to construct the work and shall prepare a final estimate of probable construction cost. Technical sections of specifications shall be prepared in Construction Specifications Institute (CSI) MasterFormat. The Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.
2. SWA shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.
3. In developing working drawings and technical sections of specifications, SWA shall coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by the Client at the end of the preliminary design phase. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to the Client.

D. Construction Observation

1. SWA shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with SWA's design intent and construction documents. On the basis of its observations while at the site, SWA will keep the Client informed of the progress of construction. SWA may recommend to the Client the rejection of work failing to conform to the contract documents.
2. SWA shall prepare and process change orders with prior approval of Client.
3. SWA shall endeavor to secure compliance by the contractor to the plans and specifications. SWA shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and the Client agrees to hold SWA harmless from and against any and all losses, claims, or damages arising out of or related to contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.

E. Entitlements, Submittals and Approvals

1. SWA shall assist the Client in filing the appropriate plans and documents which are required to secure the necessary design approvals from the various governmental agencies having jurisdiction over the project, but the Client shall be solely responsible for securing all such approvals.
2. SWA will provide landscape documentation as required for the submittals listed below. For each submittal, SWA will provide one (1) round of revisions responding to agency comments for each submittal. Additional revisions or re-submittals will be provided as additional services.
 - i. Submittals: (adjust for each project)
 - b. Design Review.
 - c. Planning Commission.
 - d. Parks, Landscape, Public Works Department.
 - e. 50% CD.
 - f. 100% CD/Permit.

II. CONSULTANTS CONTRACTED TO SWA

SWA will retain and direct the services of the following professional consultants. Fees for such services are included in the fees for the additional services:

4. Structural engineering;
5. Electrical Engineering;
6. Irrigation.

II. ADDITIONAL SERVICES FEE SUMMARY

These services will be billed to you under our job number TGCT001 on an hourly basis under the terms and conditions of our contract with you dated April 20th, 2020.

The fee for these services will not exceed \$230,000 (two hundred thirty thousand dollars) without further authorization.

TOTAL BASIC SERVICES PLUS ADDITIONAL SERVICE#1	\$367,710
<i>TOTAL ADDITIONAL SERVICE REQUEST</i>	<i>\$230,000</i>
<i>NEW CONTRACT AMOUNT</i>	<i>\$597,710</i>

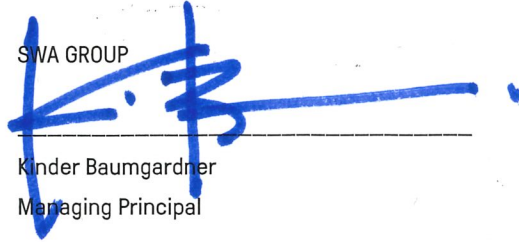
We project that upon authorization in January 2023, the completion of the Additional Services will be by July of 2024.

We request your written approval of this authorization for Additional Services by signing and returning one copy of this letter for our files.

If this is not your understanding, or if you have questions regarding the above, please contact us immediately.

Sincerely yours,

SWA GROUP



Kinder Baumgardner
Managing Principal

Accepted: Greater Southeast Management District

By: _____

Title: _____

Date: _____

XX/xx

In order to expedite invoicing, please indicate the following:

Billing Address:

Company Name: _____

Address: _____

Attention: _____

Your reference name/number:

Your Purchase Order or Contract Number reference for invoicing:

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT and all attachments hereto (this “Agreement”) is made as of December 14, 2022 (“Effective Date”), by and between the **Greater Southeast Management District**, a municipal management district created by the State of Texas and organized under the provisions of Chapter 375, Texas Local Government Code, and Chapter 3815, Texas Special District Local Laws Code (the “District”), and **Franklin Gans** (the “Consultant”).

The District and the Consultant, in consideration of the mutual promises and conditions set forth herein, hereby covenant and agree as follows:

1. SCOPE OF SERVICES

1.1. Services – The Consultant agrees to provide, and the District agrees to accept, the services described in the attached Exhibit A (“Scope of Services”) as that exhibit may be amended by the parties from time to time (the “Services”). The Services may include collaborating with, or assisting, the District and its consultants, or others retained by the District when requested by the District as well as delivering completed products (the “Deliverables”). This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

1.2. No Conflict – Consultant represents and warrants that it has no known obligations to any third party that will limit or restrict its ability to perform the Services under this Agreement. Consultant agrees that it will not disclose to the District nor use any third party’s trade secrets or other third-party proprietary information in performing the Services unless Consultant may do so without either it or the District incurring any obligation to such third party for such work or any application of that work. Consultant shall provide all Services under this Agreement in his capacity as an individual.

1.3. Performance of Services – Consultant shall have the right to determine the method, details, and means of performing the Services. The District shall, however, be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. Consultant will provide all required resources and personnel to complete the Services by the dates specified by the District and use his best efforts to accommodate work schedule requests in a timely manner.

1.4. Reporting – The District and Consultant shall develop appropriate administrative procedures for coordinating with one another. Consultant agrees to provide reports to the District as required by the District at no additional cost to the District.

1.5. Form 1295 – Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission (the “TEC”)’s electronic filing application in accordance with the

provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a “Form 1295”), in connection with entry into this Contract. Upon receipt of Consultant’s Form 1295, the District agrees to acknowledge Consultant’s Form 1295 through its electronic filing application. Consultant and the District understand and agree that, with the exception of information identifying the District and the contract identification number, neither the District nor its consultants are responsible for the information contained in Consultant’s Form 1295 and neither the District nor its consultants have verified such information.

2. TERM

Subject to termination in accordance with **Section 9** below, this Agreement shall remain in full force and in effect for a period beginning on the Effective Date and ending on November 13, 2023. This Agreement may be extended for three additional one-year terms by mutual written agreement of the parties.

3. FEES, PAYMENT & EXPENSE

3.1. Fees – In consideration of the Services to be performed by Consultant, the District shall pay Consultant a monthly retainer of \$3,000. Payment to the Consultant under this Agreement shall not exceed the amount of \$36,000.

3.2. Payment – Consultant shall send all invoices to the address specified by the District. The District will pay the Consultant 30 days after receipt of an acceptable and properly documented invoice. The District’s payment of invoices will constitute full payment to Consultant for performance of the Services and all other expenses that may be incurred by Consultant under this Agreement.

4. NONDISCLOSURE

Any information the Consultant presents to the District may be subject to disclosure in accordance with applicable law, including the Texas Open Records Act.

5. ACCEPTANCE

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

6. INTELLECTUAL PROPERTY RIGHTS

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

6.2. Preexisting Materials – Consultant may include preexisting work or materials in the Deliverables only if they are either provided by the District or if they are owned or licensable without restriction by Consultant. To the extent that preexisting work or materials owned or licensed by Consultant are included in the Deliverables, Consultant shall identify any such work or materials prior to commencement of the Services. Relative to preexisting works and materials and as an exception to Section 6.1 above, Consultant grants to the District an irrevocable nonexclusive, worldwide, royalty-free right and license (i) to use, execute, reproduce, display, perform, and distribute (internally and externally) copies of such work or materials, (ii) to prepare derivative works based on such preexisting works and materials, and (iii) to authorize the District contractors to do any of the above subject to appropriate obligations of confidentiality.

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

7. REPRESENTATIONS

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

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

8. COMPLIANCE WITH LAWS & STANDARDS OF CONDUCT

8.1. Compliance with Laws – Consultant shall comply with all applicable United States and foreign laws and regulations governing the Services and Deliverables.

8.2. Standards of Conduct – In the event that Consultant’s employees or contractors perform any of the Services at a District site, such employees and contractors shall comply with all applicable federal and state laws including, but not limited to, those governing harassment, discrimination and security. The District reserves the unilateral right to direct Consultant to remove any of its employees or contractors from the District premises or projects for any violation of law, or for any other reason deemed prudent by the District.

9. TERMINATION

The District reserves the right to modify, reject, cancel or stop any and all schedules or work in process. In the event of such direction by the District, Consultant shall immediately take all required steps to carry out the District’s instructions, shall advise the District of the extent to which performance has been completed to date, and shall collect and deliver to the District whatever work product then exists in the manner requested by the District. In addition, the District may terminate this Agreement in whole or in part without cause upon 30 days written notice to Consultant. In the event of any termination under this provision, the District’s only liability to Consultant shall be for the payment of all valid outstanding invoices for those Services rendered prior to the effective date of such termination or for Deliverables accepted by the District. Consultant agrees to render a final invoice to the District for all Services performed by Consultant prior to the termination of this Agreement within 30 days after the completion of the last Services performed.

10. LIMITATION OF LIABILITY

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

11. GENERAL PROVISIONS

11.1. Entire Agreement – This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all prior and contemporaneous representations, agreements, negotiations, advertisements, statements, or understanding, whether oral or written. No amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties to this Agreement.

11.2. Conflicts – If there is a conflict between any provisions in this Agreement and in Exhibit A attached to this Agreement, this Agreement governs.

11.3. Waiver – A waiver by either party of a breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.4. Assignment – In no event shall either party subcontract, delegate or assign its rights and responsibilities under this Agreement without the other’s written consent.

11.5. Independent Contractor – The Consultant shall be an independent contractor to the District, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Consultant or any of Consultant’s employees or agents. Consultant shall also be responsible for all matters governing the employment of its employees, contractors or agents including, but not limited to, the payment of salaries (including withholding of taxes and social security), worker’s compensation, disability benefits, etc.

11.6. Notices – Except as otherwise specified in this Agreement, all notices or other communications under this Agreement shall be deemed to have been duly given when made in writing and delivered in person, via a nationally recognized overnight carrier or deposited in the United States mail as certified mail with return receipt requested, postage prepaid, or via electronic mail with read receipt, and addressed to the District or the Consultant at the following addresses or at such other addresses as may be specified by the District or the Consultant from time to time:

Greater Southeast Management District
Attn: Interim Executive Director
5445 Almeda Road, Suite 503
Houston, Texas 77004

Franklin Gans
Sergeant Houston Police Department
Public Safety Coordinator
Fdgans2@gmail.com

11.7. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement. Venue for any litigation relating to this Agreement is in a court of appropriate jurisdiction in Harris County, Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above-written.

GREATER SOUTHEAST MANAGEMENT DISTRICT

By: _____
Name: Brian Smith
Title: Board Chair

PUBLIC SAFETY COORDINATOR

By: _____
Name: Franklin Gans
Title: Sergeant, Houston Police Department

EXHIBIT A

SCOPE OF WORK, DELIVERABLES, TIMELINE AND FEES

SCOPE OF WORK

- Responsible for representing the Management District as its chief Law Enforcement representative;
- Manage relationship with Precinct 7 Constables Office and serve as liaison between Lt assigned to manage Deputy Constables;
- Assist District personnel in the development of a comprehensive Public Safety Plan;
- Serve as the liaison between the District and all other Law Enforcement agencies with jurisdiction inside the District. These agencies include the Houston Police Department South Central Division, Texas Southern University, the University of Houston, the Texas Medical Center, Metropolitan (Metro) Police, HISD Police, Park Rangers, Houston Fire Department and the Precinct 7 Constables Office;
- Attend District board meetings, law enforcement planning and coordination meetings community meetings, other meetings related to Enhanced Public Safety as needed;
- Manage scheduling of Enhanced Public Safety officers and ensure they are operating for officers are operating with the highest level of efficiency and integrity;
- Assist Management District personnel in providing a public relations program for information dissemination to promote and improve public awareness while emphasizing public safety;
- Encourage community engagement with direct Officer/Public interactions through Community Oriented Policing

DELIVERABLES

- Comprehensive Enhanced Public Safety plan available on District website;
- Execute assessments, videos, and photographs of Management District of potential hotspot crime and illegal dumping;
- Strategy for executing security and lighting for businesses assessments;
- Monthly schedule for Enhanced Public Safety Patrol officers;
- Review monthly invoices for Enhanced Public Safety Patrol officers
- Data about innovative crime deterrence technology and public safety best practices;
- Monthly reports of District for Enhanced Public Safety Patrol engagement, District crime statistics and HPD crime analysis within District boundaries;
- Statistical information to determine where District enhanced public safety assets should be deployed;

CONSULTANT AGREEMENT

THIS AGREEMENT and all attachments hereto (this “Agreement”) is made as of December 14, 2022 (the “Effective Date”), by and between the **Greater Southeast Management District**, a municipal management district created by the State of Texas and organized under the provisions of Chapter 375, Texas Local Government Code, and Chapter 3815, Texas Special District Local Laws Code (the “District”), and **Busy Bee Creatives LLC**, a Texas limited liability company (the “Consultant”).

The District and the Consultant, in consideration of the mutual promises and conditions set forth herein, hereby covenant and agree as follows:

1. SCOPE OF SERVICES

1.1. Services – The Consultant agrees to provide, and the District agrees to accept, the services described in the attached Exhibit A (“Scope of Services”) as that schedule may be amended by the parties from time to time (the “Services”). The Services may include collaborating with, or assisting, the District and its consultants, or others retained by the District when requested by the District as well as delivering the completed work products described in the Scope of Services (the “Deliverables”). This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

1.2. No Conflict – Consultant represents and warrants that it has no known obligations to any third party that will limit or restrict its ability to perform the Services under this Agreement. Consultant agrees that it will not disclose to the District nor use any third party’s trade secrets or other third-party proprietary information in performing the Services unless Consultant may do so without either it or the District incurring any obligation to such third party for such work or any application of that work. Consultant shall provide all Services under this Agreement in his capacity as an individual and not an elected official.

1.3. Performance of Services – Consultant shall have the right to determine the method, details, and means of performing the Services. The District shall, however, be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. Consultant will provide all required resources and personnel to complete the Services by the dates specified by the District and use its best efforts to accommodate work schedule requests in a timely manner.

1.4. Reporting – The District and Consultant shall develop appropriate administrative procedures for coordinating with one another. Consultant agrees to provide reports to the District as required by the District at no additional cost to the District.

1.5. Form 1295 – Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission (the “TEC”)’s electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a “Form 1295”), in connection with entry into this Contract. Upon receipt of Consultant’s Form 1295, the District agrees to acknowledge Consultant’s Form 1295 through its electronic filing application. Consultant and the District understand and agree that, with the exception of information identifying the District and the contract identification number, neither the District nor its consultants are responsible for the information contained in Consultant’s Form 1295 and neither the District nor its consultants have verified such information.

1.6. Anti-Terrorism Certification – Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable Consultant to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law and excludes Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

2. TERM

Subject to termination in accordance with **Section 9** below, this Agreement shall remain in full force and in effect for a period beginning on the Effective Date and ending on July 14, 2023. This Agreement may be extended for three one-year terms by mutual written agreement of the parties.

3. FEES, PAYMENT & EXPENSE

3.1. Fees – In consideration of the Services to be performed by Consultant and for Consultant’s provision of intellectual property, project management, branding and creative development, and strategic media management and community engagement activities in furtherance thereof, the District shall pay Consultant an amount not to exceed \$53,178 in accordance with a budget prepared by the District for the production of all printed and special event activities described in the Scope of Services.

3.2. Payment – Consultant shall send all invoices to the address specified by the District. The District will pay the Consultant 30 days after receipt of an acceptable and properly documented invoice. The District’s payment of invoices will constitute full payment to Consultant for

performance of the Services and all other expenses that may be incurred by Consultant under this Agreement. The District shall not be responsible for any other payments to or expenses of Consultant.

4. NONDISCLOSURE

Any information the Consultant provides to the District may be subject to disclosure in accordance with applicable law, including the Texas Open Records Act.

5. ACCEPTANCE

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

6. INTELLECTUAL PROPERTY RIGHTS

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

6.2. Preexisting Materials – Consultant may include preexisting work or materials in the Deliverables only if they are either provided by the District or if they are owned or licensable without restriction by Consultant. To the extent that preexisting work or materials owned or licensed by Consultant are included in the Deliverables, Consultant shall identify any such work or materials prior to commencement of the Services. Relative to preexisting works and materials and as an exception to Section 6.1 above, Consultant grants to the District an irrevocable nonexclusive, worldwide, royalty-free right and license (i) to use, execute, reproduce, display, perform, and distribute (internally and externally) copies of such work or materials, (ii) to prepare derivative works based on such preexisting works and materials, and (iii) to authorize the District contractors to do any of the above subject to appropriate obligations of confidentiality.

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

7. REPRESENTATIONS

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

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

8. COMPLIANCE WITH LAWS & STANDARDS OF CONDUCT

8.1. Compliance with Laws – Consultant shall comply with all applicable United States and foreign laws and regulations governing the Services and Deliverables.

8.2. Standards of Conduct – In the event that Consultant’s employees or contractors perform any of the Services at a District site, such employees and contractors shall comply with all applicable federal and state laws including, but not limited to, those governing harassment, discrimination and security. The District reserves the unilateral right to direct Consultant to remove any of its employees or contractors from the District premises or projects for any violation of law, or for any other reason deemed prudent by the District.

9. TERMINATION

The District reserves the right to modify, reject, cancel or stop any and all schedules or work in process. In the event of such direction by the District, Consultant shall immediately take all required steps to carry out the District’s instructions, shall advise the District of the extent to which performance has been completed to date, and shall collect and deliver to the District whatever work product then exists in the manner requested by the District. In addition, the District may terminate this Agreement in whole or in part without cause upon 30 days written notice to Consultant. In the event of any termination under this provision, the District’s only liability to Consultant shall be for the payment of all valid outstanding invoices for those Services rendered prior to the effective date of such termination or for Deliverables accepted by the District. Consultant agrees to render a final invoice to the District for all Services performed by Consultant

prior to the termination of this Agreement within 30 days after the completion of the last Services performed.

10. INDEMNIFICATION

CONSULTANT SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS AGAINST ALL CHARGES, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, JUDGMENTS, LIABILITIES AND LIENS ARISING OUT OF THE NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THE AGREEMENT BY CONSULTANT.

11. GENERAL PROVISIONS

11.1. Insurance – Consultant shall obtain and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Agreement, prior to commencement of work, Consultant shall furnish to the District certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Consultant, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Consultant shall cause its insurance companies to provide the District with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. Consultant shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation:

\$1,000,000 Bodily Injury (Each Accident)
\$1,000,000 Bodily Injury By Disease (Each Employee)
\$1,000,000 Bodily Injury By Disease (Policy Limit)

B. General Liability:

\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$300,000 Damage To Rented Premises (Each Occurrence)
\$10,000 Medical Expense (Any One Person)

C. Automobile Liability:

\$1,000,000 Combined Single Limit (Each Accident)

D. Excess Umbrella:

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

The District and the District's agents and employees shall be added as additional insured to all coverages required under this Agreement, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Consultant shall contain a waiver of subrogation in favor of the District and the District's agents, and employees with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the District, and without rights of contribution or recovery against the District or from any such other insurance available to the District. Consultant and not the District shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all the insurance policies required of Consultant.

11.2. Entire Agreement – This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all prior and contemporaneous representations, agreements, negotiations, advertisements, statements, or understanding, whether oral or written. No amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties to this Agreement.

11.3. Conflicts – If there is a conflict between any provisions in this Agreement and in Schedule A attached to this Agreement, this Agreement governs.

11.4. Waiver – A waiver by either party of a breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.5. Assignment – In no event shall either party subcontract, delegate or assign its rights and responsibilities under this Agreement without the other's written consent.

11.6. Independent Contractor – The Consultant shall be an independent contractor to the District, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Consultant or any of Consultant's employees or agents. Consultant shall also be responsible for all matters governing the employment of its employees, contractors or agents including, but not limited to, the payment of salaries (including withholding of taxes and social security), worker's compensation, disability benefits, etc.

11.7. Notices – Except as otherwise specified in this Agreement, all notices or other communications under this Agreement shall be deemed to have been duly given when made in writing and delivered in person, via a nationally recognized overnight carrier or deposited in the United States mail as certified mail with return receipt requested, postage prepaid, and addressed to the District or the Consultant at the following addresses or such other addresses as specified by the District or the Consultant from time to time:

Greater Southeast Management District
Attn: Interim Executive Director
5445 Almeda Road, Suite 503
Houston, Texas 77004

Busy Bee Creatives LLC
Attn: Chistopher Labod
29527 Whitebrush Trace Dr.
Spring, TX 77386
chris@busybeecreatives.com

11.7. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement. Venue for any litigation relating to this Agreement is in a court of appropriate jurisdiction in Harris County, Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, to become effective as of the Effective Date.

GREATER SOUTHEAST MANAGEMENT DISTRICT

By: _____
Name: Brian Smith
Title: Board Chair

BUSY BEE CREATIVES LLC

By: _____
Name: Christopher Labod
Title: President

EXHIBIT A
SCOPE OF SERVICES
ANTI-DUMPING CAMPAIGN

Consultant to perform marketing activities to support the District's Anti-Dumping Campaign. The District has been awarded a Houston-Galveston Area Council Solid Waste Management Grant that utilizes funding from the Texas Commission on Environmental Quality ("Grantor") to fund Solid Waste Implementation grant projects.

Consultant will assist the District with design, development and implementation of marketing materials in support of the Anti-Dumping Campaign. Specific duties include:

- I. Design
 - a. Create a visual identity for the Anti-Dumping Campaign that is consistent with the District's and Grantor's goals.
 - b. Work with the District to develop a website with content.
 - c. Design media to support the Anti-Dumping Campaign, including any logos, advertisements, website/digital banners, signage, infographics, and event promotion.
 - d. There will be two specific events associated with the Anti-Dumping Campaign in January and April that will need specific signage.

- II. Messaging
 - a. Assisting the District with consistent messaging throughout the Anti-Dumping Campaign and events.

- III. Writing
 - a. Create website content based on information regarding the Anti-Dumping Campaign provided by the District.
 - b. Develop and manage content for social media.
 - c. Develop and manage distribution of promotion material for upcoming events in association with the Anti-Dumping Campaign.
 - d. Edit documentation as requested by the District.

- IV. Reporting and Data
 - a. Provide data and metrics for the Anti-Dumping Campaign delivery.
 - b. Provide monthly reporting on the Anti-Dumping Campaign performance in accordance with the guidelines as prescribed from the Grantor.
 - c. Coordinate with District staff to provide recommendations and strategy for distribution.

HEAVY TRASH COLLECTION AGREEMENT

THIS HEAVY TRASH COLLECTION AGREEMENT (this “Agreement”) is made as December 14, 2022 (the “Effective Date”), by and between the **Greater Southeast Management District**, a municipal management district created by the State of Texas and organized under the provisions of Chapter 375, Texas Local Government Code, and Chapter 3815, Texas Special District Local Laws Code (the “District”), and **Smartscaping, LLC**, a Texas limited liability company (the “Contractor”).

The District and the Contractor, in consideration of the mutual promises and conditions set forth herein, hereby covenant and agree as follows:

1. SCOPE OF SERVICES

1.1 **Services** – The Contractor agrees to provide, and the District agrees to accept, the services described in the attached Schedule A (“Scope of Services”) as that schedule may be amended by the parties from time to time (the “Services”). The Services may include collaborating with, or assisting, the District and its consultants, or others retained by the District when requested by the District as well as delivering the data described in the Scope of Services (the “Deliverables”). This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

1.2 **No Conflict** – Contractor represents and warrants that it has no known obligations to any third party that will limit or restrict its ability to perform the Services under this Agreement. Contractor agrees that it will not disclose to the District nor use any third party’s trade secrets or other third-party proprietary information in performing the Services unless Contractor may do so without either it or the District incurring any obligation to such third party for such work or any application of that work.

1.3 **Performance of Services** – Contractor shall have the right to determine the method, details, and means of performing the Services. The District shall, however, be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. Contractor will provide all required resources and personnel to complete the Services by the dates specified by the District and use its best efforts to accommodate work schedule requests in a timely manner.

1.4 **Reporting** – The District and Contractor shall develop appropriate administrative procedures for coordinating with one another. Contractor agrees to provide reports to the District as required by the District at no additional cost to the District.

1.5 **Form 1295** – Contractor will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission (the “TEC”)’s electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a “Form 1295”), in connection with entry into this Agreement. Upon receipt of Contractor’s Form 1295, the District agrees to acknowledge Contractor’s Form 1295 through its electronic filing application. Contractor and the District understand and agree that, with the exception of

information identifying the District and the contract identification number, neither the District nor its consultants are responsible for the Information contained in Contractor's Form 1295 and neither the District nor its consultants have verified such information.

1.6 **Anti-Terrorism Certification** – Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable Contractor to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law and excludes the Accountant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

2. TERM

Subject to termination in accordance with **Section 8** below, this Agreement shall remain in full force and in effect for a period beginning on the Effective Date and ending on November 14, 2023. This Agreement may be extended for three one-year terms by mutual written agreement of the parties.

3. FEES, PAYMENT & EXPENSE

3.1 **Fees** – In consideration of the Services to be performed by Contractor, the District shall pay the Contractor an amount not-to-exceed \$40,000.

3.2 **Payment** – Contractor shall send all invoices to the address specified by the District. The District will pay the Contractor 30 days after receipt of an acceptable and properly documented invoice. The District's payment of invoices will constitute full payment to Contractor for performance of the Services and all other expenses that may be incurred by Contractor under this Agreement.

4. NONDISCLOSURE

Any information the Contractor provides to the District may be subject to disclosure in accordance with applicable law, including the Texas Open Records Act.

5. ACCEPTANCE

Contractor shall notify the District on delivery of all Deliverables that are due under this Agreement. The District shall then notify Contractor in writing of its acceptance of the

Deliverables or its rejection and the reasons for such rejection. If the Deliverables are rejected, Contractor shall have the opportunity to correct errors and omissions and resubmit corrected Deliverables to the District for re-review. In the event that the District does not provide Contractor with written notice of acceptance or rejection within 30 days after the acceptance period has ended, the Deliverables shall be deemed to be accepted.

6. REPRESENTATIONS

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

6.2 **Deliverables** – Contractor represents that any Deliverables under this Agreement shall conform to all applicable requirements and shall be suitable for their intended purposes.

7. COMPLIANCE WITH LAWS & STANDARDS OF CONDUCT

7.1 **Compliance with Laws** – Contractor shall comply with all applicable state, local and federal laws and regulations governing the Services and Deliverables. Contractor will, at its expense, obtain all licenses and permits necessary for the performance of its services as set forth by the Agreement. Heavy trash collected pursuant to the Agreement will be deposited at sanitary landfills approved and permitted to operate by the Texas Commission on Environmental Quality and any other applicable regulatory agency as required by applicable laws and regulations.

7.2 **Standards of Conduct** – In the event that Contractor’s employees or contractors perform any of the Services at a District site, such employees and contractors shall comply with all applicable federal and state laws including, but not limited to, those governing harassment, discrimination and security. The District reserves the unilateral right to direct Contractor to remove any of its employees or contractors from the District premises or projects for any violation of law, or for any other reason deemed prudent by the District.

8. TERMINATION

The District reserves the right to modify, reject, cancel or stop any and all schedules or work in process. In the event of such direction by the District, Contractor shall immediately take all required steps to carry out the District’s instructions, shall advise the District of the extent to which performance has been completed to date, and shall collect and deliver to the District whatever work product then exists in the manner requested by the District. In addition, the District may terminate this Agreement in whole or in part without cause upon 30 days written notice to Contractor. In the event of any termination under this provision, the District’s only liability to Contractor shall be for the payment of all valid outstanding invoices for those Services rendered prior to the effective date of such termination or for Deliverables accepted by the District. Contractor agrees to render a final invoice to the District for all Services performed by Contractor prior to the termination of this Agreement within 30 days after the completion of the last Services performed.

9. INSURANCE.

Contractor shall obtain and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Agreement, Contractor shall furnish to the District certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Contractor, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Contractor shall cause its insurance companies to provide the District with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- A. Worker's Compensation:
 - \$1,000,000 Bodily Injury (Each Accident)
 - \$1,000,000 Bodily Injury By Disease (Each Employee)
 - \$1,000,000 Bodily Injury By Disease (Policy Limit)

- B. General Liability:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal & Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$300,000 Damage To Rented Premises (Each Occurrence)
 - \$10,000 Medical Expense (Any One Person)

- C. Automobile Liability:
 - \$1,000,000 Combined Single Limit (Each Accident)

- D. Excess Umbrella:
 - \$5,000,000 Each Occurrence
 - \$5,000,000 Aggregate

The District and the District's agents and employees shall be added as additional insured to all coverages required under this Agreement, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the District and the District's agents, and employees with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the District, and without rights of contribution or recovery against the District or from any such other insurance available to the District. Contractor and not the District shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all the insurance policies required of Contractor. Certificates of insurance acceptable to the District shall be submitted to the District prior to the commencement of work.

10. INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS AGAINST ALL CHARGES, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, JUDGMENTS, LIABILITIES AND LIENS ARISING OUT OF THE NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THE AGREEMENT BY CONTRACTOR.

11. GENERAL PROVISIONS

11.1 **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all prior and contemporaneous representations, agreements, negotiations, advertisements, statements, or understanding, whether oral or written. No amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties to this Agreement.

11.2 **Conflicts** – If there is a conflict between any provisions in this Agreement and in Schedule A attached to this Agreement, this Agreement governs.

11.3 **Waiver** – A waiver by either party of a breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.4 **Assignment** – In no event shall either party subcontract, delegate or assign its rights and responsibilities under this Agreement without the other's written consent.

11.5 **Independent Contractor** – The Contractor shall be an independent contractor to the District, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Contractor or any of Contractor's employees or agents. Contractor shall also be responsible for all matters governing the employment of its employees, contractors or agents including, but not limited to, the payment of salaries (including withholding of taxes and social security), worker's compensation, disability benefits, etc.

11.6 **Notices** – Except as otherwise specified in this Agreement, all notices or other communications under this Agreement shall be deemed to have been duly given when made in writing and delivered in person, via a nationally recognized overnight carrier or deposited in the United States mail as certified mail with return receipt requested, postage prepaid, and addressed to the District or the Contractor at the following addresses or such other addresses as specified by the District or the Contractor from time to time:

Greater Southeast Management District
Attn: Interim Executive Director
5445 Almeda Road, Suite 503
Houston, Texas 77004

Smartscaping, LLC
Attn: Bryan Smart

PO Box 21211
Houston, TX 77226
Smartscaping7@gmail.com

11.7 **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement. Venue for any litigation relating to this Agreement is in a court of appropriate jurisdiction in Harris County, Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, to become effective as of the Effective Date.

GREATER SOUTHEAST MANAGEMENT DISTRICT

By: _____
Name: Brian Smith
Title: Board Chair

SMARTSCAPING, LLC

By: _____
Name: Brian Smart
Title: President

EXHIBIT A
SCOPE OF WORK

PROJECT LIMITS: (See attached map)

1) Almeda Road	2) Blodgett Street
3) Emancipation Avenue	4) Griggs Road
5) Holman Street	6) Martin Luther King Blvd
7) Old Spanish Trail	8) Scott Street
9) Southmore Blvd	

1. Contractor to collect heavy trash in medians, right of ways, gateways near underpasses and dispose of debris according to City of Houston Solid Waste Standards.
2. Contractor to provide the following data: before and after photos, address of heavy trash, material collected and metrics (tonnage, yards, and/or tire count).
3. Contractor will haul away all trash and debris.

