

midtown
H O U S T O N

**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
APRIL 30, 2026**



**MIDTOWN REDEVELOPMENT AUTHORITY
and
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND
THE MIDTOWN REINVESTMENT ZONE AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Thursday, April 30, 2026, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door), Houston, Texas 77002.

The meeting location will be open to the public during open portions of the meeting. Members of the public may attend and/or offer comments in person as provided on the agenda and as permitted by the presiding officer during the meeting, or may view the meeting through the following link:

<https://midtownhouston.com/event/mra-board-meeting-apr-2026/>

Click big blue button "TEAMs Meeting Link"

Meeting ID: 247 576 862 826

Passcode: GddGFQ

Or dial in by phone and enter the phone ID when prompted

Phone: +1 872-256-8243

Phone ID 355 736 852#

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

AGENDA

1. Call to Order, Introduction of Guests and Board Comments
2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone (**Board Action**)
 - a. Minutes for March 26, 2026
4. Consent Agenda for the Authority (**Board Action**)
 - a. Minutes for March 26, 2026
 - b. Notification of procured items and contracts
5. Monthly Financial Report for March 31, 2026 (**Board Action**)
6. Investment Report for the quarter ending March 31, 2026. (**Board Action**)
7. Affordable Housing Program
 - a. Request for Amendment of Grant Agreements Authorized by MRA Board with Boynton Houston Community Development Corporation (Boynton) for Construction Related to Thirteen Single Family Homes (**Board Action**)

- b. Fifth Ward Community Redevelopment Corporation Request for Modification of Authorization of Grant Agreement for Construction of Homes on Five Lots (**Board Action**)
 - c. Request for Amendment of Grant Agreements Authorized by MRA Board with The Herbert Stroman Foundation (Stroman) for Construction of the Eight Homes (**Board Action**)
 - d. Change Happens Request for Modification of Authorization of Grant Agreement for Construction of Homes on Five Lots (**Board Action**)
 - e. Affordable Housing Affordability Period (**Board Action**)
8. Interagency Agreement with METRO for Community Funding Project Grant (**Board Action**)
 9. Grant Planning Services Work Order Amendment - The Goodman Corporation (**Board Action**)
 10. FIFA World Cup 2026 MOU (**Board Action**)
 11. FIFA World Cup - COH Main Street Blight Mitigation (**Board Action**)
 12. Midtown Planting Improvements
 - a. Change Order (**Board Action**)
 13. Closed Session
 - a. Civic Heart Tenancy (**Board Action**)
 - b. Development Agreement with Pearl Residences at Midtown Owner, LLC (Whole Foods) (**Board Action**)
 - c. Interim Executive Director Update
 - d. Legal Contracts (**Board Action**)
 - e. Consultation with Counsel of Third-Party Contract (**Board Action**)
 14. With respect to the foregoing agenda items, the authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

DRAFT

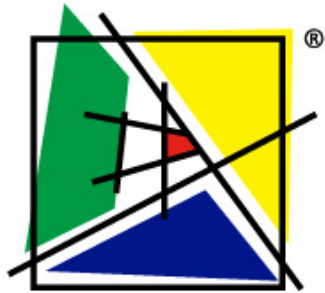
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

Adjournment.



J. Allen Douglas,

Chairman AJD/ks



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ZONE
CONSENT AGENDA

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

March 26, 2026

A special meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference on Thursday, March 26, 2026, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Christopher M. Johnston
2	Terence Fontaine	7	Chris Williams
3	Michael Lewis	8	James Gilford
4	Tiffani Robinson	9	Zoe Middleton
5	Allen Douglas		

and all of the above were present in person at the meeting location except Director Middleton who attended via video conference, and Director Fontaine, who was absent.

In attendance were Authority staff members Kandi Schramm, Marlon Marshall, Jeremy Rocha, David Thomas, Kayler Williams, Amaris Salinas, and Madison Walkes; Cynthia Alvarado, Chrystal Davis, Jaime Giraldo, Chandler Snip, and Sharita Bohanna of the Midtown Management District; Rena Leddy of Urban Place Consulting Group, Inc.; Clark Lord of Bracewell LLP; Rachel Ray-Welsh of Walter P. Moore Engineers; Melissa Morton of The Morton Accounting Services; Mike Nichols, Amy Connolly, Temika Jones, Tony Jin, Rishita Rangarh, Alan Perusquia of the City of Houston Housing and Community Development; Eagle Tang of The Goodman Corporation; Amanda Hansen and Jay Hickman of the Amanda Hansen Group; Sean Haley and Algenita Davis of CCPPI; Carol Harrison of IDS Engineering; Rev. Leslie Smith, II, Monica Smith, Benjamin Smith of Change Happens CDC; Ryan Nickerson of Houston Chronicle; Pastor Kenneth Stroman, Peter Kozo, Darren McGriff of The Herbert Stroman Foundation, LaTisha Grant of the TAS Realty Group; Roberta Burroughs of Roberta F. Burroughs & Associates; Linda Ragland of Womack Development; Bryan McKinney of Knight & Day Group LLC; Zachery Martin of Martin Construction Management and Designs; Corey Glenn and Tucker C. Toole of City of Houston; Sharone Mayberry of Mayberry Homes, Inc.

In attendance via video conference were Authority staff members Sally Adame of Midtown Redevelopment Authority; Lorenzo Salinas and Angie Gomez of CCPPI; Ashley Segura of Co-Create Strategies; Andrea Moore of Partners; Kamal Rasheed of Rashieyid Engineering; Jennifer Gribble of Super Neighborhood #62; Andrew Busker of City of Houston.

Chairman Douglas called the meeting to order.

MINUTES FOR FEBRUARY 26, 2026

Director Lewis made a motion to approve the minutes for February 26, 2026. The motion was seconded by Director Williams and unanimously approved.

EXECUTIVE SESSION

The Board did not enter a closed executive session.

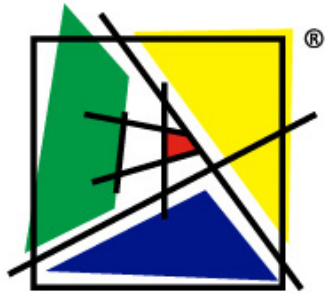
ADJOURN

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

Christopher M. Johnston, Secretary

Date

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**AUTHORITY
CONSENT AGENDA**

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

March 26, 2026

A special meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference Thursday, March 26, 2026, at 12:30 p.m. The meeting agenda is attached hereto and incorporated herein. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Christopher M. Johnston
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and all of the above were present in person at the meeting location except Director Middleton who attended via video conference, and Director Fontaine, who was absent.

In attendance were Authority staff members Kandi Schramm, Marlon Marshall, Jeremy Rocha, David Thomas, Kayler Williams, Amaris Salinas, and Madison Walkes; Cynthia Alvarado, Chrystal Davis, Jaime Giraldo, Chandler Snip, and Sharita Bohanna of the Midtown Management District; Rena Leddy of Urban Place Consulting Group, Inc.; Clark Lord of Bracewell LLP; Rachel Ray-Welsh of Walter P. Moore Engineers; Melissa Morton of The Morton Accounting Services; Mike Nichols, Amy Connolly, Temika Jones, Tony Jin, Rishita Rangarh, Alan Perusquia of the City of Houston Housing and Community Development; Eagle Tang of The Goodman Corporation; Amanda Hansen and Jay Hickman of the Amanda Hansen Group; Sean Haley and Algenita Davis of CCPPI; Carol Harrison of IDS Engineering; Rev. Leslie Smith, II, Monica Smith, Benjamin Smith of Change Happens CDC; Ryan Nickerson of Houston Chronicle; Pastor Kenneth Stroman, Peter Kozo, Darren McGriff of The Herbert Stroman Foundation, LaTisha Grant of the TAS Realty Group; Roberta Burroughs of Roberta F. Burroughs & Associates; Linda Ragland of Womack Development; Bryan McKinney of Knight & Day Group LLC; Zachery Martin of Martin Construction Management and Designs; Corey Glenn and Tucker C. Toole of City of Houston; Sharone Mayberry of Mayberry Homes, Inc.

In attendance via video conference were Authority staff members Sally Adame of Midtown Redevelopment Authority; Lorenzo Salinas and Angie Gomez of CCPPI; Ashley Segura of Co-Create Strategies; Andrea Moore of Partners; Kamal Rasheed of Rashieyeid Engineering; Jennifer Gribble of Super Neighborhood #62; Andrew Busker of City of Houston.

Chairman Douglas called the meeting to order.

PUBLIC COMMENT

Rev. Leslie Smith, II of Change Happens CDC provided an overview of his vision that stemmed from a dream in 1983 to renovate dilapidated homes in the Third Ward. He noted that Change Happens CDC has renovated 40 homes and built Senior Living Apartments for affordable rentals in the Greater Third Ward community. He requested the affordability of homeownership continue in the Greater Third Ward community for first time homebuyers.

Pastor Herbert Stroman thanked Midtown Redevelopment Authority for the eight lots conveyed to them and the opportunity to build affordable homes in the Greater Third Ward community.

Peter Kozo of The Stroman Foundation thanked Midtown Redevelopment Authority for their continued support. He asked the Board to consider allowing the sales price to increase for the affordable homes to be built by The Stroman Foundation due to the price of tariff and uncertainty of cost for materials and labor. The Stroman Foundation are committed to building affordable homes for the Greater third Ward community.

Sharone Mayberry of Mayberry Homes, Inc. noted the need for affordable housing. The 20-year affordable housing period creates challenges for potential home buyers. He asked the Authority to consider realigning the affordability period with the guidelines of the City.

Linda Ragland of Womack Development provided information regarding the tedious process for the homebuyer, and the 20-year affordability is problematic for the homebuyer.

LaTisha Grant, Broker of the TAS Realty Group, noted the affordability period of 20 years is overwhelming for first time homebuyers. She asked that the Authority consider aligning its efforts with the City's affordability period and not duplicated efforts.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR FEBRUARY 29, 2026

NOTIFICATION OF PROCURED ITEMS AND CONTRACTS

Chairman Douglas presented the Consent Agenda.

Following discussion, Director Robinson made a motion to approve the consent item “a.” as presented. Item b. was not presented . The motion was seconded by Director Johnston and carried by unanimous vote.

MONTHLY FINANCIAL REPORT FOR FEBRUARY 28, 2026

Melissa Morton of The Morton Accounting Services provided the financial report for February 28, 2026. Total income equaled \$2,287,709 with expenses totaling \$10,632,823. Total Assets of \$207,842,601 include cash, savings, fixed assets and investment accounts. Liabilities total \$102,119,388 represent long-term liabilities and the ION Garage liability.

Director Robinson moved to approve the Financial Report for February 28, 2026. The motion was seconded by Director Gilford and carried by unanimous vote.

APPOINTMENT OF INVESTMENT OFFICER

Ms. Morton provided an overview of appointing an investment officer who reports on the financials and ensures the money is vested in a various investments’ accounts.

Following discussion, Director Gilford made a motion to approve the appointment of Melissa Morton, CPA of The Morton Accounting Services as investment officer. The motion was seconded by Director Robinson and carried by unanimous vote.

AFFORDABLE HOUSING PROGRAM

MEMORANDUM OF UNDERSTANDING WITH CITY OF HOUSTON HOUSING & COMMUNITY DEVELOPMENT RELATING TO AFFORDABLE HOUSING PROGRAM

Chairman Douglas provided an overview of the Memorandum of Understanding with City of Houston Housing & Community Development Department relating to the Authority’s Affordable Housing Program.

Mike Nichols, Director of Houston Housing and Community Development Department and other members of the department provided an overview of the partnership and public policy for affordable housing.

Following discussion, Director Lewis made a motion to approve the Memorandum of Understanding with the City of Houston Housing & Community Development as presented. The motion was seconded by Director Robinson and carried by unanimous vote.

CCPPI Affordable Housing Services Agreement

Upon entering into the Open Session, Director Johnston made a motion to approve the authorization to terminate **THE CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT (CCPPI)** Affordable Housing Services Agreement with a 30-day notice for financial transition. The motion was seconded by Director Lewis and Director Williams abstained.

AFFORDABLE HOUSING AFFORDABILITY PERIOD

Algenita Davis of CCPPI discussed the affordability period constraints for first time homebuyers through the affordable housing program which creates a burden of having to live in the homes for 20 years, which has been a deterrent for many.

STREET OVERLAY PROGRAM

Marlon Marshall, Sr. Director of Engineering/Strategic Development reported on the Street Overlay and Sidewalk Program. The Stakeholder engagement meeting included 8 stakeholders, Councilmember Shabazz staff members and Museum Park Super Neighborhood (MPSN) members. MPSN requested mill and overlay on Caroline between Southmore and Hermann Drive, tree protection assessments, curb and gutter and an additional sidewalk.

Mr. Marshall reported the staff will meet with the design team to assess options for requested changes.

RESOLUTION AUTHORIZING FUNDING COSTS ASSOCIATED WITH MIDTOWN PARKS COSERVANCY CONTRACTS AND PROJECTS AND MATTERS RELATED THERETO

Chairman Douglas noted the resolution will authorize the necessary procurement steps, contracts and funding, through June 30, 2026, to ensure the continued appropriate maintenance and operations of MRA facilities.

Director Johnston made a motion to approve the Resolution Authorizing Funding Costs Associated with Midtown Parks Conservancy Contracts and Projects and Matters Related Thereto as presented. The motion was seconded by Director Williams and carried by unanimous vote

FIFA WORLD CUP 2026

Mr. Marshall updated the Board on the positive media press with the FIFA World Cup Green Corridor initiative and Midtown Management District's Sustainability projects and involvement.

URBAN PLACE CONSULTING UPDATE

No oral report given for this agenda item at this meeting.

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EXECUTIVE SESSION

The Board entered a closed executive session for this meeting at 2:01 p.m. to confer with its attorney and discuss matters regarding agenda item 7a pursuant to Sections 551.071 and 551.074, Texas government Code.

The Board returned to Open Session at 2:49 p.m. at which time action was taken on agenda item 7a.as noted herein.

ADJOURN

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

Christopher M. Johnston, Secretary

Date

AGENDA OF FEBRUARY 26, 2026

[attached]

DRAFT



**MIDTOWN REDEVELOPMENT AUTHORITY
and**

**REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND
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AGENDA

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2. Public Comment
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 - a. Minutes for January 29, 2026
4. Consent Agenda for the Authority (Board Action)
 - a. Minutes for January 29, 2026
 - b. Monthly financial reports for January 31, 2026
 - c. Notification of procured items

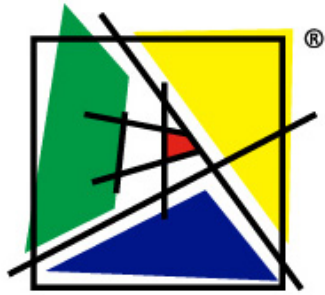
5. Funding to C 60 Inc. (LULAC) pursuant to Cultural Facilities Grant Agreement **(Board Action)**
6. Funding to Buffalo Soldiers National Museum & Heritage Center pursuant to Cultural Facilities Grant Agreement **(Board Action)**
7. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
 - i. 3131 Emancipation Office Campus Budget for 2026. **(Board Action)**
8. Midtown Planting Improvements Phase 1
 - a. Construction Management and Inspection Work Order **(Board Action)**
 - b. Construction Phase Observation Work Order **(Board Action)**
9. Main Street Planting Improvements
 - a. Construction Management and Inspection Work Order **(Board Action)**
 - b. Construction Phase Observation Work Order **(Board Action)**
10. Street Overlay and Sidewalk Program
11. Pedestrian Lighting Assessment
12. FIFA World Cup 2026
13. Urban Place Consulting Update
14. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

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

Adjournment.



Executive Director AJD/ks



midtown
HOUSTON

FINANCIALS

Midtown Redevelopment Authority

Profit & Loss

July 2025 through March 2026

Jul '25 - Mar 26

Ordinary Income/Expense

Income

400000 · Revenue & Support	
400025 · Interest-Debt Service & Reserve	210,908.91
400026 · Interest-Other Bond Funds	157.87
400029 · Interest - Affordable Housing	391,082.74
400030 · Interest-Operating Funds	678,221.23
400031 · Interest Income	35,940.05
400040 · 3131 EMANCIPATION	292,481.88
400041 · Affordable Housing Apts Units	64,693.26
400042 · 402 & 410 Tenant Inome	164,298.08

Total 400000 · Revenue & Support 1,837,784.02

40010 · Other Revenue 649,129.65

400441 · Bagby Park Kiosk Lease 70,682.52

451000 · Gain/Loss on Cancelled Leases -123,265.80

Total Income 2,434,330.39

Gross Profit 2,434,330.39

Expense

510000 · INCREMENT PROJECTS/EXPENSE	
500007 · T-0234 Parks and Open Space	7,549.80
500015 · T-0222 Street Rehab	199,943.13
500021 · T-0203 Entry Portals	-20,000.00
500412 · T-0239 Brazos St Recon	39,796.30
510008 · T-0220 Afford Housing Land Bnk	2,521,298.78

510019 · T-0214 Caroline St 148,686.10

510024 · T-0204 Infrastruc/Street Lights 187,890.50

510040 · Developer Reimbursement 274,524.85

510041 · CIP Program Expenses 36,336.50

510043 · T-0234 Parks & Open Space & Mob 95,262.68

510045 · T-0224 HTC I - Bldg Maintenance 166,647.66

510046 · T-0221 Midtown Pk 15,190.83

510048 · T-0240 Acquistions Block 442 1,200.00

510053 · T-0233 Midtown Garage 6,038.75

510096 · T-0207 Opr of Zone Prj Faciliti 661,403.45

510102 · HMAAC Interest Expense 1,495.69

510400 · Kiosk at Bagby Park 31,879.96

510534 · T-0225 Mobility & Pedest Imprv 49,934.31

510536 · T-0248 Tuam Street 75.00

510700 · Municipal Services Costs

 510710 · Municipal Services Supplemental 96,679.29

 510700 · Municipal Services Costs - Other 9,580.00

Total 510700 · Municipal Services Costs 106,259.29

511001 · T-0232 Public & Cultural Fac 420,000.00

Total 510000 · INCREMENT PROJECTS/EXPENSE 4,951,413.58

550000 · General & Admin. Expense

550002 · Contract Labor 5,607.00

550003 · Rent Expense 8,100.00

550004 · Salaries 1,757,990.90

550006 · Advertising & Promotions 45,817.20

550007 · Courier Service 1,236.78

550008 · Office Supply & Expense 22,147.48

550010 · Telephone & Utilities 6,324.15

Midtown Redevelopment Authority

Profit & Loss

July 2025 through March 2026

	Jul '25 - Mar 26
550012 · Postage	604.65
550022 · Bank Charges & Fees	24,489.47
550023 · Trust Expenses	9,398.00
550025 · Professional Services	26,891.25
550026 · Accounting Consultants	156,860.99
550027 · Financial Audit	45,000.00
550028 · Legal Consultants	362,820.35
550029 · Admin Insurance	1,426.02
550030 · Planning Consultants	245,962.07
550032 · Engineering Consultants	46,987.30
550033 · Professional Fees/Other Consult	87,181.50
550034 · Equip Rent & Lease Expense	9,309.84
550036 · Licenses & Fees	562.70
550037 · Workman's Comp Insurance	7,824.59
550038 · Insurance - All	510,613.71
550039 · Computers & Repairs & Maint	34,711.18
550040 · Repair & Maintenance	6,009.46
550045 · Payroll Fees	24,984.42
550046 · Reimb. Employee Office Exp.	586.98
550058 · Travel	1,424.52
550061 · Public Relations	231.82
550065 · Training and Conferences	955.81
Total 550000 · General & Admin. Expense	<u>3,452,060.14</u>
550050 · Depreciation Expense	
550051 · Dep Exp - Midtown Park/Garage	346,573.35
550052 · Depre Expense-Midtown Park	477,363.84
550053 · Deprec Expense-Works of Art	33,210.81
550054A · Depre Expense Operations Cnt	468,451.62
55052A · Dep Exp Midtown Park Phase 2&3	137,655.06
550050 · Depreciation Expense - Other	1,164,185.49
Total 550050 · Depreciation Expense	<u>2,627,440.17</u>
600000 · Bond Related Expenses	
560041 · 2017 Bond Int Expense	830,687.50
560042 · 2020 Bond Int Exp	158,900.00
560045 · 2022 Bond Int Expense	336,226.78
Total 600000 · Bond Related Expenses	<u>1,325,814.28</u>
Total Expense	<u>12,356,728.17</u>
Net Ordinary Income	-9,922,397.78
Other Income/Expense	
Other Expense	
59000 · Other Expense	110,000.00
Total Other Expense	<u>110,000.00</u>
Net Other Income	<u>-110,000.00</u>
Net Income	<u><u>-10,032,397.78</u></u>

Midtown Redevelopment Authority
Balance Sheet
As of March 31, 2026

Mar 31, 26

ASSETS

Current Assets

Checking/Savings

101001 · Wells Fargo Ope Acctg 64040	244,835.41
101002 · Infrastructure Projects 1731	177,534.12
101003 · Texas Capital Operating x 6020	131,143.47
101004 · Texas Capital MM x 6052	572,869.43
101010 · WF Surplus Acct 63943	5,336,445.57
101020 · WF FTA Enhanced Path 63919	62.01
101030 · Wells Fargo 1094	517,652.83
102200 · Logic Operating Account	17,646,982.50
103200 · TexStar Operating Acct 1111	8,221.36
103600 · Wells Fargo Oper Inves 63901	308.23
103700 · WF Operating Saving 3215777180	46,299.31
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	639,805.68
104022 · WF Pilot Program 3935	355.29
104024 · Texas Capital AH Ops x 6028	16,365.27
104025 · Texas Capital AH MM x 6036	727,054.38
104116 · TexStar Aff. Hsng MM 1800	2,381.99
104200 · Logic Affordable Housing	12,764,630.34
1044000 · Wells Fargo NAI - 2259	154,645.67

Total 104000 · Affordable Housing Accounts 14,305,238.62

105000 · Trustee Investments

 105001 · Pledge Revenue Fund 422885 2,125,104.61

 105002 · Debt Service Fund 451,799.93

 105003 · Reserve Fund 422897 7,147,969.79

 105009 · Austin Park Maint. Fund 422919 4,134.75

 107000 · BOND FUNDS 5,221.31

Total 105000 · Trustee Investments 9,734,230.39

Total Checking/Savings 48,721,823.25

Accounts Receivable

 170000 · Accounts Receivable 27,764.69

Total Accounts Receivable 27,764.69

Total Current Assets 48,749,587.94

Fixed Assets

150000 · Fixed Assets

150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-66,968.51
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-51,798.09
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	3,135,865.07
150067 · Accum.Deprec. HTC Phase I	-2,822,321.17
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,974,368.16
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,996.74
1500783 · Accum Deprec-Works of Art	-344,049.46

No assurance is provided no these financial statements

Midtown Redevelopment Authority
Balance Sheet
As of March 31, 2026

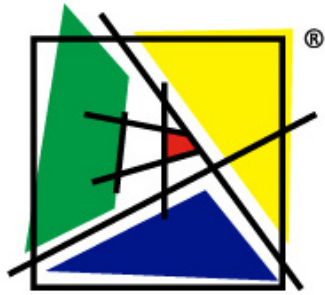
	Mar 31, 26
1500784 · Acc Depr Office Housng & Garage	-3,033,408.96
1500785 · Accum Depreciation - Bagby Park	-367,425.80
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,812,307.67
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	19,292,587.33
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Mldtown Park	-5,357,082.90
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	13,737,470.10
150078E · Land - Operations Center	1,002,054.00
150078G · Operation Center	3,535.75
150078H · Midtown Park - Depr Assc 2&3	5,558,842.94
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	27,074,672.44
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	35,555,030.97
150080A · Land Held for Resale	-10,723,654.68
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-708,280.69
150098 · Rice-Ion Garage Asset	56,900,000.00
150099 · Accum Depr - ION Parking Garage	-2,370,833.00
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-1,193,010.13
150000 · Fixed Assets - Other	-546,027.24
Total 150000 · Fixed Assets	156,693,885.76
Total Fixed Assets	156,693,885.76
Other Assets	
180500 · Leases	
180510 · Lease Receivable	1,280,251.45
180530 · Deferred Inflow	-1,274,111.70
Total 180500 · Leases	6,139.75
Total Other Assets	6,139.75
TOTAL ASSETS	205,449,613.45
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · Accounts Payable	598,064.24
Total Accounts Payable	598,064.24
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	565,063.05
201001 · MIDCORP Kiosk	-25,776.98
202000 · Project Fund Liabilities	18,578.35

Midtown Redevelopment Authority

Balance Sheet

As of March 31, 2026

	Mar 31, 26
2021061 · Due from FWRA for AFLAC	-774.24
2022100 · Security Deposit - Office Rent	13,014.88
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	583,905.06
200006 · Property Tax Liability	125,410.82
203500 · Prepaid Rental Income Liab	1,721.00
Total Other Current Liabilities	711,036.88
Total Current Liabilities	1,309,101.12
Long Term Liabilities	
210000 · Long Term Liabilities	
210050 · Bond Payable Series 2017	32,625,000.00
210061 · Series 2017 Bond Premium	2,600,121.00
210063 · Series 2020 Bond Premium	1,256,000.00
210064 · Bonds Payable Series 2020	6,410,000.00
210065 · Bonds Payable Series 2022	19,595,000.00
210100 · Security Deposit LT	32,148.73
Total 210000 · Long Term Liabilities	62,518,269.73
210400 · ION Garage	
210401 · ION Deferred Tax Increment	1,725,631.00
210402 · ION Unearned Concession Fee	1,531,015.00
210403 · ION Garage - Reversion of Rice	34,329,667.00
Total 210400 · ION Garage	37,586,313.00
Total Long Term Liabilities	100,104,582.73
Total Liabilities	101,413,683.85
Equity	
1110 · Retained Earnings	114,068,327.38
Net Income	-10,032,397.78
Total Equity	104,035,929.60
TOTAL LIABILITIES & EQUITY	205,449,613.45



midtown
H O U S T O N

**INVESTMENT
REPORT**



April 22, 2026

Board of Directors
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending March 31, 2026

Dear Board of Directors:

I have prepared the Quarterly Investment Report for the 3rd Quarter FY2026 in my capacity as Midtown District Investment Officer. This report is presented in accordance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District.

The average yield rate on all investment accounts this quarter is 3.62% with the highest yield from the Logic accounts at 3.82% on average. The amount of interest earned from investment accounts for the quarter was \$397,771. The report reflects the compliance of your investment portfolio with the Investment Policies of the District and is in accordance with the Investment provisions of the Public Funds Investment Act.

This report is presented to the Board of Directors for review and approval.

Respectfully,

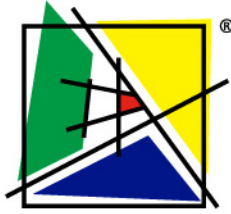
Melissa Morton, CPA
Midtown District Investment Officer

CC: Carr, Riggs & Ingram (CRI)



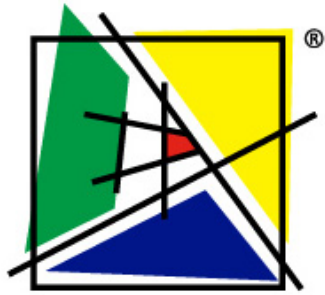
**MIDTOWN REDEVELOPMENT AUTHORITY
INVESTMENT REPORT
QUARTER ENDED MARCH 2026**

ACCOUNT NAME / FUND	QTR BEGINNING BOOK VALUE	TRANSACTIONS		ENDING BOOK VALUE	INTEREST - By Qtr FY 2026				QTRLY AVG INTEREST YIELD RATE
		DEPOSITS	WITHDRAWALS/TRANSFERS		1st Qtr	2nd Qtr	3rd Qtr	QUARTER TO DATE TOTAL	
OPERATING FUNDS	20,641,778.44	2,260,737.68	4,674,442.83	18,228,073.29	248,954.44	217,387.87	185,737.68	652,079.99	
LOGIC Operating	19,965,141.28	1,181,841.22	3,500,000.00	17,646,982.50	241,454.79	209,667.92	181,841.22	632,963.93	3.82%
TexSTAR Operating	8,147.23	74.13		8,221.36	86.12	81.08	74.13	241.33	3.68%
Texas Capital MM	668,489.93	1,078,822.33	1,174,442.83	572,869.43	7,413.53	7,638.87	3,822.33	18,874.73	3.70%
AFFORDABLE HOUSING	14,188,265.97	1,213,800.74	1,908,000.00	13,494,066.71	119,334.71	131,085.74	131,008.75	381,429.20	
TexSTAR Affordable Housing	2,360.45	21.54		2,381.99	24.82	23.44	21.54	69.80	3.68%
LOGIC Affordable Housing	13,885,665.26	128,965.08	1,250,000.00	12,764,630.34	113,177.58	125,255.33	128,965.08	367,397.99	3.82%
Texas Capital AH MM	300,240.26	1,084,814.12	658,000.00	727,054.38	6,132.31	5,806.97	2,022.13	13,961.41	3.70%
PLEDGE REVENUE	2,111,010.11	16,797.50	2,703.00	2,125,104.61	6,308.75	12,726.99	16,797.50	35,833.24	
677 Fund U.S. Treasury Money Mkt	2,111,010.11	16,797.50	2,703.00	2,125,104.61	6,308.75	12,726.99	16,797.50	35,833.24	3.15%
DEBT SERVICE FUND	6,282,614.21	-	5,830,814.28	451,799.93	-	-	-	-	
Debt Service 2896	6,282,614.21	-	5,830,814.28	451,799.93	-	-	-	-	0.00%
RESERVE FUND	7,050,199.54	64,145.85	-	7,114,345.39	76,609.30	70,153.76	64,145.85	210,908.91	
TexSTAR Debt Service Money Mkt	7,050,199.54	64,145.85	-	7,114,345.39	76,609.30	70,153.76	64,145.85	210,908.91	3.68%
AUSTIN MAINTENANCE FUND	4,102.02	32.73	-	4,134.75	38.08	36.00	32.73	106.81	
677 Fund U.S. Treasury Money Mkt	4,102.02	32.73	-	4,134.75	38.08	36.00	32.73	106.81	3.15%
PROJECT FUND	5,172.48	48.83	-	5,221.31	145.99	53.05	48.83	247.87	
LOGIC 2017 Project	5,172.48	48.83	-	5,221.31	145.99	53.05	48.83	247.87	3.82%
REPORT GRAND TOTAL	50,283,142.77	3,555,563.33	12,415,960.11	41,422,745.99	451,391.27	431,443.41	397,771.34	1,280,606.02	



midtown
HOUSTON

**MIDTOWN AFFORDABLE
HOUSING PROGRAM**



midtown
H O U S T O N

BOYNTON-HOUSTON CDC

PROJECT NAME	Boynton-Houston CDC Grant Agreement Amendment
REQUEST	Resolution for Amendment of Grant Agreements Authorized by MRA Board with Boynton-Houston Community Development Corporation (Boynton) for Construction Related to Thirteen Single Family Homes
DESCRIPTION	<p>The Midtown Redevelopment Authority and the City of Houston entered a Memorandum of Understanding that provides for MRA-related homebuyers to participate in the City of Houston Affordable Home Development Program (AHDP). The ADHP is now designated as the New Home Development Program. As originally structured, homebuyers participating in the AHDP program are eligible to apply for down payment assistance in the amount of \$50,000. The City Housing and Community Development Department (HCD) has received the listing of parcels for which potential buyers may be included in the Program.</p> <p>In its meeting of August 29, 2024, the MRA Board approved Grant Agreements for non-profit organizations, including Boynton, which applied for parcels that would be included under the umbrella of the City AHDP, with which MRA is collaborating. The authorized Agreement was prepared and executed with initial development design work, financing and contractor selection proceeding. Agreement provisions specify that location of lots being conveyed, sales prices and construction time periods, along with other legal conditions. Due to increases in the cost of materials and labor, revised Cost and Sales Price worksheets were prepared and submitted to the AHCAG that reflected the revised amounts. In addition, lot encumbrances necessitated the exchange of one lot for a second, thus necessitating Board action and delaying construction. AHCAG presented an amendment request for Board consideration. MRA legal counsel presented requests for extensions of the construction periods. The MRA Board approved the Request for Consideration to modify sales prices in its meeting of April 23, 2025. Extensions of the construction periods in six-month intervals.</p> <p>During that year, the approval process was modified for MRA development/grant agreements. Board authorizations are subject to approval by the C. HCD establishes single family home requirements that include Minimum Construction Standards and the maximum sales price of</p>

\$165 per livable square foot. Developers/Builders must demonstrate compliance with HCDD requirements prior to AHCAG presentation of any Request for Consideration.

The AHCAG has received revised Costs and Sales Prices Worksheets from Boynton that identified the specific costs anticipated during this 2026 construction year. Upon review of requests, the AHCAG determined that the construction-related items were responsible for increases. Boynton has obtained already permits for its plan modification and revised its price to ensure compliance with HCD limitation of \$165 per livable square foot. In addition, existing conditions of the several parcels required costly permitting adjustments. Because of the configuration of smaller lots, Boynton found it is necessary to use a two-story plan on those lots which is more costly than one story plans. Below is a table listing the recommended maximum sales prices to be included in the requested grant agreement modification.

BOYNTON HOUSTON CDC

Plan Sq Ft Revised Price	Number of Units	2025 Sales Prices	2026
1430 233,145	6	\$237,882	\$
1504 248,160	4	\$237,882	\$
1641 270,765	3	\$249,936	\$

The AHCAG has reviewed the requested sales price increases and determined them to be consistent with the HCD sales price limitation. A second amendment to the Boynton Grant Agreement is requested for consideration by the MRA Board which amendment includes the revised sales prices and extensions of the construction periods. MRA Board approvals are also subject to HCDD approval.

BUDGET

No Budget Impact on MRA

ACTION ITEM	Resolution for Amendment of Grant Agreement Authorized by MRA Board with Boynton Houston Community Development Corporation (Boynton) for Construction Related to Thirteen Single Family Homes at the Sales Prices of Plan 1430- \$233,145; Plan 1504 - \$248,160; Plan \$1641 - \$250,765, subject to Approval by City Housing and Community Development
Contact	Algenita Scott Davis, Consultant for Affordable Housing Consultant Advisory Group

DRAFT

To: Rena Leddy, MRA Interim Executive Director
Steve Gibson, MRA Interim Executive Director
Kandi Schram, MRA Administrator

From: Affordable Housing Consultant Advisory Group (AHCAG)

CC: Sean Haley, Center for Civic and Public Policy Improvement
Roberta F. Burroughs, Roberta F. Burroughs and Associates

Mary Buzak, Bracewell

Date: March 19, 2026

Re: Request for Amendment of Grant Agreements Authorized by MRA Board with Boynton Houston Community Development Corporation (Boynton) for Construction Related to Thirteen Single Family Homes

The Midtown Redevelopment Authority and the City of Houston entered a Memorandum of Understanding that provides for MRA-related homebuyers to participate in the City of Houston Affordable Home Development Program (AHDP). The AHDP is now designated as the New Home Development Program. As originally structured, homebuyers participating in the AHDP program are eligible to apply for down payment assistance in the amount of \$50,000. The City Housing and Community Development Department (HCD) has received the listing of parcels for which potential buyers may be included in the Program.

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\$165 per livable square foot. Developers/Builders must demonstrate compliance with HCDD requirements prior to AHCAG presentation of any Request for Consideration.

The AHCAG has received revised Costs and Sales Prices Worksheets from Boynton that identified the specific costs anticipated during this 2026 construction year. Upon review of requests, the AHCAG determined that the construction-related items were responsible for increases. Boynton has obtained already permits for its plan modification and revised its price to ensure compliance with HCD limitation of \$165 per livable square foot. In addition, existing conditions of the several parcels required costly permitting adjustments. Because of the configuration of smaller lots, Boynton found it is necessary to use a two-story plan on those lots which is more costly than one story plans. Below is a table listing the recommended maximum sales prices to be included in the requested grant agreement modification.

BOYNTON HOUSTON CDC

Plan Sq Ft	Number of Units	2025 Sales Prices	2026 Revised Price
1430	6	\$237,882	\$ 233,145
1504	4	\$237,882	\$ 248,160
1641	3	\$249,936	\$ 270,765

The AHCAG has reviewed the requested sales price increases and determined them to be consistent with the HCD sales price limitation. A second amendment to the Boynton Grant Agreement is requested for consideration by the MRA Board which amendment includes the revised sales prices and extensions of the construction periods. MRA Board approvals are also subject to HCDD approval.

**HOME SALES PRICE & COSTS WORKSHEET
SCATTERED SITE UNITS**

SINGLE FAMILY PRICE AND COST BREAKDOWNS

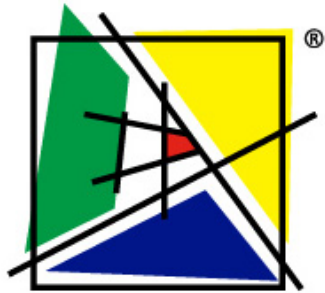
	Floor Plan A		Floor Plan B		Floor Plan C		Project Total	
Home Type (select 1 thru 6 from application):								
Proposed # of Houses:	3		6		4		13	
Proposed House Livable SqFt:	1,641		1,413		1,504			
Proposed House Total SqFt:	2238		1,859		1918			
I. Sale Price Breakdown	Actual Costs	Percent of Price	Actual Costs	Percent of Price	Actual Costs	Percent of Price	Actual Costs	Percent of Price
A. Finished Lot Cost (Section III below)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
B. Total Construction Cost (Section II below)	\$ 209,769	79.2%	\$ 184,709	79.2%	\$ 193,094	77.8%	\$ 2,059,937	78.3%
C. Financing Cost	\$ 13,000	4.8%	\$ 13,000	5.6%	\$ 13,000	5.2%	\$ 169,000	5.3%
D. Overhead and General Expenses	\$ 10,000	3.7%	\$ 10,000	4.3%	\$ 10,000	4.0%	\$ 130,000	4.1%
E. Marketing Cost	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
F. Sales Commission	\$ 16,246	6.0%	\$ 13,686	5.9%	\$ 14,890	6.0%	\$ 190,410	5.9%
G. Closing Costs	\$ 7,500	2.8%	\$ 7,500	3.2%	\$ 7,500	3.0%	\$ 97,500	3.0%
H. Carrying Costs	\$ 4,250	1.6%	\$ 4,250	1.8%	\$ 4,250	1.7%	\$ 55,250	1.7%
I. Profit to CDC	\$ 10,000	3.7%	\$ -	0.0%	\$ 5,426	2.2%	\$ 51,704	1.6%
J. Total Sales Price	\$ 270,765		\$ 233,145		\$ 248,160		\$ 3,203,801	
II. Construction Cost Breakdown	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost
I. Site Work	\$ 13,285		\$ 12,785		\$ 12,785		\$ 167,705	
A. Building Permit Fees	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
B. Impact Fees	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
C. Water & Sewer Fees Inspections	\$ 7,285	54.8%	\$ 7,285	57.0%	\$ 7,285	57.0%	\$ 94,705	56.5%
D. Architecture, Engineering	\$ 6,000	45.2%	\$ 5,600	43.0%	\$ 5,500	43.0%	\$ 73,000	43.5%
E. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
II. Foundations	\$ 25,000		\$ 15,408		\$ 12,000		\$ 215,448	
F. Excavation, Foundations, Concrete, Retaining Walls and Backfill	\$ 25,000	100.0%	\$ 15,408	100.0%	\$ 12,000	100.0%	\$ 215,448	100.0%
F1 Foundation Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
G. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
III. Framing	\$ 30,630		\$ 20,046		\$ 31,000		\$ 360,166	
H. Framing (Including roof)	\$ 24,130	78.8%	\$ 20,046	83.4%	\$ 26,000	83.9%	\$ 296,666	100.0%
H1 Framing Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
I. Trusses (if not included above)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
J. Sheathing (if not included above)	\$ 6,500	21.2%	\$ 4,800	24.0%	\$ 5,000	16.1%	\$ 63,500	17.7%
K. General Metal, Steel	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
L. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
IV. Exterior Finishes	\$ 37,330		\$ 33,266		\$ 34,005		\$ 447,606	
M. Exterior Wall Finish	\$ 13,000	36.4%	\$ 12,611	38.7%	\$ 13,500	40.0%	\$ 172,366	38.5%
N. Roofing	\$ 12,125	32.5%	\$ 9,800	29.5%	\$ 9,800	28.8%	\$ 134,375	30.0%
N1 Roofing Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
O. Windows and Doors (including garage door)	\$ 11,605	31.1%	\$ 10,605	31.9%	\$ 10,605	31.2%	\$ 140,865	31.5%
P. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
V. Major Systems Rough-Ins	\$ 26,680		\$ 26,680		\$ 26,680		\$ 346,840	
Q. Plumbing (except fixtures)	\$ 8,970	33.6%	\$ 8,970	33.6%	\$ 8,970	33.6%	\$ 116,610	33.6%
R. Electrical (except fixtures)	\$ 8,280	31.0%	\$ 8,280	31.0%	\$ 8,280	31.0%	\$ 107,640	31.0%
S. HVAC	\$ 9,430	35.3%	\$ 9,430	35.3%	\$ 9,430	35.3%	\$ 122,590	35.3%
T. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
T1. Major Systems Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
VI. Interior Finishes	\$ 57,044		\$ 52,724		\$ 56,824		\$ 714,772	
U. Insulation	\$ 3,290	5.8%	\$ 2,700	5.1%	\$ 2,800	4.9%	\$ 37,270	5.2%
V. Drywall	\$ 12,323	21.6%	\$ 11,500	21.8%	\$ 13,500	23.8%	\$ 159,968	22.4%
W. Interior Trims, Doors and Mirrors	\$ 5,500	9.6%	\$ 5,500	10.4%	\$ 5,500	9.7%	\$ 71,500	10.0%
X. Painting	\$ 5,000	8.8%	\$ 5,000	9.5%	\$ 5,000	8.8%	\$ 65,000	9.1%
Y. Lighting	\$ 2,500	4.4%	\$ 2,500	4.7%	\$ 2,500	4.4%	\$ 32,500	4.5%
Z. Cabinets, Countertops	\$ 5,824	10.2%	\$ 5,824	11.0%	\$ 5,824	10.2%	\$ 75,712	10.6%
AA. Appliances	\$ 5,200	9.1%	\$ 5,200	9.9%	\$ 5,200	9.2%	\$ 67,600	9.5%
AB. Flooring	\$ 11,908	20.9%	\$ 9,000	17.1%	\$ 11,000	19.4%	\$ 133,723	18.7%
AC. Plumbing Fixtures	\$ 3,500	6.1%	\$ 3,500	6.6%	\$ 3,600	6.2%	\$ 45,500	6.4%
AD. Fireplace	\$ 2,000	3.5%	\$ 2,000	3.8%	\$ 2,000	3.5%	\$ 26,000	3.6%
AE. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AE1. Interior Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
VII. Final Steps	\$ 16,000		\$ 16,000		\$ 16,000		\$ 208,000	
AF. Landscaping	\$ 9,000	56.3%	\$ 9,000	56.3%	\$ 9,000	56.3%	\$ 117,000	56.3%
AG. Outdoor Structures (deck, patio, porches)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AH. Driveway	\$ 5,000	31.3%	\$ 5,000	31.3%	\$ 5,000	31.3%	\$ 65,000	31.3%
AI. Clean Up	\$ 2,000	12.5%	\$ 2,000	12.5%	\$ 2,000	12.5%	\$ 26,000	12.5%
AJ. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
VIII. Other	\$ 3,800		\$ 3,800		\$ 3,800		\$ 49,400	
AK. Other (security, portable toilets, dumpster)	\$ 3,800	100.0%	\$ 3,800	100.0%	\$ 3,800	100.0%	\$ 49,400	100.0%
Total Construction Cost	\$ 209,769		\$ 184,709		\$ 193,094		\$ 2,059,937	
III. Finished Lot Cost	\$ -		\$ -		\$ -		\$ -	
I. Lot Development Cost	\$ -		\$ -		\$ -		\$ -	
A. Pre-Development Due Diligence Cost (Env, Geo-tech, Alta, Replat, etc.)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
B. Land Acquisition Cost (For-Profit builders \$1.50 per sq ft)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
C. Closing Cost (lot)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
D. Site Clearing and Demolition	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
E. Sewer Leads and Taps	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
F. Fill Dirt	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
G. Infrastructure Cost	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
H. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Finished Lot Cost	\$ -		\$ -		\$ -		\$ -	

NOTES:

- A) Livable square feet should include all enclosed areas with wall and floor coverings and heating. Garages and patios are not to be included in livable square feet.
- B) If more than three (3) floor plans are included in your project, please email request to www.development@ccppj.org indicating the number of floor plans needed.

HOME ADDRESS by FLOOR PLAN SCATTERED SITE UNITS

Floor Plan A		Floor Plan B		Floor Plan C	
	Property Address	Lot SqFt.	Property Address	Lot SqFt.	Property Address
1	2701 Winbern Street	1,641	2618 Berry Street	1,413	3509 Bastrop Street
2	2817 Holman Street	1,641	2704 Berry Street	1,413	
3	2825 Holman Street	1,641	3212 Rosalie Street	1,413	
4	3415 Rosalie Street	1,641	3214 Rosalie Street	1,413	
5	3622 Sauer Street	1,641	3224 Rosalie Street	1,413	
6	3624 Sauer Street	1,641	3412 Rosalie Street	1,413	
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					



midtown
H O U S T O N

FIFTH WARD CDC

PROJECT NAME	Fifth Ward Community Redevelopment Corporation (FWCRC) Grant Agreement
REQUEST	Resolution authorizing the Amendment of Grant Agreement Authorization with FWCRC to Increase Sales Prices of Five Homes
DESCRIPTION	<p>On June 1,2023, Guidelines (RFP) for submitting Applications for the Development of Single-Family Homes were posted on the CCPPI website and distributed to developers. Ninety-four (94) lots were made available for this opportunity. Eleven applications were received with seventy-one lots being requested by one or more applications. The AHCAG scored the Applications, and, after evaluation, seven applicants were selected for negotiation. As a result of the negotiations, the recommendation for award of forty-eight (48) lots to six developers/builders was submitted to the MRA Board for its approval. On March 28, 2024, the MRA Board approved the Fifth Ward Community Redevelopment Corporation (FWCRC), a non-profit, was one of the awardees as follows:</p> <p>Five lots for 3 bedrooms/2 baths/1car garage priced at \$218,500</p> <p>The Grant Agreement was drafted and sent to FWCRC pursuant to this authorization. In September 2024, MRA program authorization was modified to require award for construction of homes to be subject to approval by the City of Houston Housing and Community Development Department (HCDD). HCDD approval requires compliance with the Department’s Minimum Construction Standards (included on its website) and limits the maximum sales price of all homes to \$165 per livable square feet.</p> <p>The authorization was for the construction of five single family homes on the listed parcels as follows:</p> <p>3327 Tuam Street 5300.55 JMA 1,488 1,142 3 2 1 \$219,000</p> <p>3210 Tuam Street 5309.83 JMA 1,488 1,142 3 2 1 \$219,000</p> <p>3316 Tuam Street 4992.89 JMA 1,488 1,142 3 2 1 \$219,000</p> <p>2806 Canfield Street 4459.80 JMA 1,488 1,142 3 2 1 \$219,000</p>

3411 Beulah Street

5059.92 JMA 1,488 1,142 3 2 1 \$219,000

FWCRC subsequently advised that it worked with its financial institution to fund construction of differently designed house plans for each 1700+ square foot (1500 livable square feet) house at a revised sales price of \$247,500.

On January 15, 2026, FWCRC confirmed its request for amendment of the authorized Grant Agreement to allow the construction of a larger house. FWCRC presented the Costs with Sales Price worksheet and drawing for homes with 1500 livable square feet and maximum sales price of \$247,500 (\$165 per livable square feet).

Five Three bedrooms/Two Bath/One Car Garage

- 3327 Tuam Street - \$ 247,500
- 3210 Tuam Street - \$ 247,500
- 3616 Tuam Street - \$ 247,500
- 2806 Canfield Street - \$247,500
- 3411 Beulah Street - \$247,500

The Request for Consideration to the MRA Board is to authorize an Amendment of the previously authorized Grant Agreement to allow construction of five 1700 square foot homes on the subject parcels listed as follows:

- (1) In compliance with the HCDD Minimum Construction Standards,
- (2) at the maximum livable square foot (1500) sales price of \$165, and
- (3) subject to approval by the HCDD.

BUDGET	No Budget Impact on MRA
ACTION ITEM	Authorize an Amendment of previously authorized Grant Agreement to allow construction of five 1700 square foot homes at sales price of \$247,000 per house, subject to approval by City of Houston Housing and Community Development.
Contact	Algenita Scott Davis, Consultant with Affordable Housing Consultant Advisory Group

To: Allen Douglas, Chair of MRA Board of Directors
Kandi Schram,

From: Affordable Housing Consultant Advisory Group (AHCAG)

CC: Sean Haley, Center for Civic and Public Policy Improvement
Roberta F. Burroughs, Roberta F. Burroughs and Associates

Mary Buzak, Bracewell

Date: January 13, 2025

Re: Fifth Ward Community Redevelopment Corporation Request for Modification of Authorization of Grant Agreement for Construction of Homes on Five Lots

On June 1, 2023, Guidelines (RFP) for submitting Applications for the Development of Single-Family Homes were posted on the CCPPI website and distributed to developers. Ninety-four (94) lots were made available for this opportunity. Eleven applications were received with seventy-one lots being requested by one or more applications. The AHCAG scored the Applications, and, after evaluation, seven applicants were selected for negotiation. As a result of the negotiations, the recommendation for award of forty-eight (48) lots to six developers/builders was submitted to the MRA Board for its approval. On March 28, 2024, the MRA Board approved the Fifth Ward Community Redevelopment Corporation (FWCRC), a non-profit, was one of the awardees as follows:

Five lots for 3 bedrooms/2 baths/1car garage priced at \$218,500

The Grant Agreement was drafted and sent to FWCRC pursuant to this authorization. In September 2024, MRA program authorization was modified to require award for construction of homes to be subject to approval by the City of Houston Housing and Community Development Department (HCDD). HCDD approval requires compliance with the Department's Minimum Construction Standards (included on its website) and limits the maximum sales price of all homes to \$165 per livable square feet.

The authorization was for the construction of five single family homes on the **listed parcels** as follows:

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3316 Tuam Street

4992.89 JMA 1,488 1,142 3 2 1 \$219,000

2806 Canfield Street

4459.80 JMA 1,488 1,142 3 2 1 \$219,000

3411 Beulah Street

5059.92 JMA 1,488 1,142 3 2 1 \$219,000

FWCRC subsequently advised that it worked with its financial institution to fund construction of differently designed house plans for each 1700+ square foot (1500 livable square feet) house at a revised sales price of \$247,500.

On January 15, 2026, FWCRC confirmed its request for amendment of the authorized Grant Agreement to allow the construction of a larger house. FWCRC presented the Costs with Sales Price worksheet and drawing for homes with 1500 livable square feet and maximum sales price of \$247,500 (\$165 per livable square feet).

Five Three bedrooms/Two Bath/One Car Garage

3327 Tuam Street - \$ 247,500

3210 Tuam Street - \$ 247,500

3616 Tuam Street - \$ 247,500

2806 Canfield Street - \$247,500

3411 Beulah Street - \$247,500

The Request for Consideration to the MRA Board is to authorize an Amendment of the previously authorized Grant Agreement to allow construction of five 1700 square foot homes on the subject parcels listed as follows:

- (1) In compliance with the HCDD Minimum Construction Standards,
- (2) at the maximum livable square foot (1500) sales price of \$165, and
- (3) subject to approval by the HCDD.

Please include this item on the upcoming February 2026 meeting Agenda of the MRA Board for its review and approval.

**EXHIBIT E
HOME SALES PRICE & COSTS WORKSHEET
SCATTERED SITE UNITS**

APPLICANT NAME:
Fifth Ward Community Redevelopment Corporation

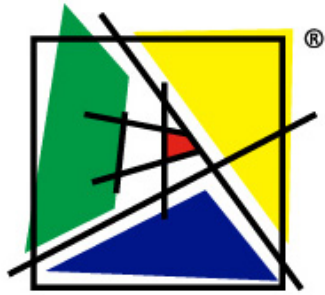
SINGLE FAMILY PRICE AND COST BREAKDOWNS

	Floor Plan A		Floor Plan B		Floor Plan C		Project Total	
Home Type (select 1 thru 6 from application):	3 BDR							
Proposed # of Houses:	5		0		0		5	
Proposed House Livable SqFt:	1,500							
Proposed House Total SqFt:	1845							
I. Sale Price Breakdown	Actual Costs	Percent of Price	Actual Costs	Percent of Price	Actual Costs	Percent of Price	Actual Costs	Percent of Price
A. Finished Lot Cost (Section III below)	\$ 10,650	4.3%	\$ -	0.0%	\$ -	0.0%	\$ 53,250	4.3%
B. Total Construction Cost (Section II below)	\$ 200,377	81.0%	\$ -	0.0%	\$ -	0.0%	\$ 1,001,885	81.0%
C. Financing Cost	\$ 2,632	1.1%	\$ -	0.0%	\$ -	0.0%	\$ 13,160	1.1%
D. Overhead and General Expenses	\$ 3,795	1.5%	\$ -	0.0%	\$ -	0.0%	\$ 18,975	1.5%
E. Marketing Cost	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
F. Sales Commission	\$ 7,350	3.0%	\$ -	0.0%	\$ -	0.0%	\$ 36,750	3.0%
G. Closing Costs	\$ 6,500	2.6%	\$ -	0.0%	\$ -	0.0%	\$ 32,500	2.6%
H. Carrying Costs	\$ 1,500	0.6%	\$ -	0.0%	\$ -	0.0%	\$ 7,500	0.6%
I. Profit	\$ 14,696	5.9%	\$ -	0.0%	\$ -	0.0%	\$ 73,480	5.9%
J. Total Sales Price	\$ 247,500		\$ -		\$ -		\$ 1,237,500	
II. Construction Cost Breakdown	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost
I. Site Work	\$ 5,420		\$ -		\$ -		\$ 27,100	
A. Building Permit Fees	\$ 1,800	33.2%	\$ -	0.0%	\$ -	0.0%	\$ 9,000	33.2%
B. Impact Fees	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
C. Water & Sewer Fees Inspections	\$ 120	2.2%	\$ -	0.0%	\$ -	0.0%	\$ 600	2.2%
D. Architecture, Engineering	\$ 3,500	64.6%	\$ -	0.0%	\$ -	0.0%	\$ 17,500	64.6%
E. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
II. Foundations	\$ 31,956		\$ -		\$ -		\$ 159,780	
F. Excavation, Foundations, Concrete, Retaining Walls and Backfill	\$ 30,895	96.7%	\$ -	0.0%	\$ -	0.0%	\$ 154,475	96.7%
F1 Foundation Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
G. Other	\$ 1,061	3.3%	\$ -	0.0%	\$ -	0.0%	\$ 5,305	3.3%
III. Framing	\$ 42,496		\$ -		\$ -		\$ 212,480	
H. Framing (including roof)	\$ 42,496	100.0%	\$ -	0.0%	\$ -	0.0%	\$ 212,480	100.0%
H1 Framing Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
I. Trusses (if not included above)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
J. Sheathing (if not included above)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
K. General Metal, Steel	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
L. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
IV. Exterior Finishes	\$ 28,285		\$ -		\$ -		\$ 141,425	
M. Exterior Wall Finish	\$ 12,768	45.1%	\$ -	0.0%	\$ -	0.0%	\$ 63,840	45.1%
N. Roofing	\$ 8,860	31.3%	\$ -	0.0%	\$ -	0.0%	\$ 44,300	31.3%
N1 Roofing Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
O. Windows and Doors (including garage door)	\$ 6,657	23.5%	\$ -	0.0%	\$ -	0.0%	\$ 33,285	23.5%
P. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
V. Major Systems Rough-Ins	\$ 30,220		\$ -		\$ -		\$ 151,100	
Q. Plumbing (except fixtures)	\$ 11,892	39.4%	\$ -	0.0%	\$ -	0.0%	\$ 59,460	39.4%
R. Electrical (except fixtures)	\$ 7,648	25.3%	\$ -	0.0%	\$ -	0.0%	\$ 38,240	25.3%
S. HVAC	\$ 10,680	35.3%	\$ -	0.0%	\$ -	0.0%	\$ 53,400	35.3%
T. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
T1. Major Systems Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
VI. Interior Finishes	\$ 43,730		\$ -		\$ -		\$ 218,650	
U. Insulation	\$ 2,660	6.1%	\$ -	0.0%	\$ -	0.0%	\$ 13,300	6.1%
V. Drywall	\$ 9,682	22.1%	\$ -	0.0%	\$ -	0.0%	\$ 48,410	22.1%
W. Interior Trims, Doors and Mirrors	\$ 7,652	17.5%	\$ -	0.0%	\$ -	0.0%	\$ 38,260	17.5%
X. Painting	\$ 4,456	10.2%	\$ -	0.0%	\$ -	0.0%	\$ 22,280	10.2%
Y. Lighting	\$ 1,455	3.3%	\$ -	0.0%	\$ -	0.0%	\$ 7,275	3.3%
Z. Cabinets, Countertops	\$ 6,830	15.6%	\$ -	0.0%	\$ -	0.0%	\$ 34,150	15.6%
AA. Appliances	\$ 3,000	6.9%	\$ -	0.0%	\$ -	0.0%	\$ 15,000	6.9%

AB. Flooring	\$ 4,987	11.4%	\$ -	0.0%	\$ -	0.0%	\$ 24,935	11.4%
AC. Plumbing Fixtures	\$ 1,432	3.3%	\$ -	0.0%	\$ -	0.0%	\$ 7,160	3.3%
AD. Fireplace	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AE. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AE1. Interior Resiliency Measures	\$ 1,576	3.6%	\$ -	0.0%	\$ -	0.0%	\$ 7,880	3.6%
VII. Final Steps	\$ 14,470		\$ -		\$ -		\$ 72,350	
AF. Landscaping	\$ 5,820	40.2%	\$ -	0.0%	\$ -	0.0%	\$ 29,100	40.2%
AG. Outdoor Structures (deck, patio, porches)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
AH. Driveway	\$ 7,800	53.9%	\$ -	0.0%	\$ -	0.0%	\$ 39,000	53.9%
AI. Clean Up	\$ 850	5.9%	\$ -	0.0%	\$ -	0.0%	\$ 4,250	5.9%
AJ. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
VIII. Other	\$ 3,800		\$ -		\$ -		\$ 19,000	
AK. Other (security, portable toilets, etc)	\$ 3,800	100.0%	\$ -	0.0%	\$ -	0.0%	\$ 19,000	100.0%
Total Construction Cost	\$ 200,377		\$ -		\$ -		\$ 1,001,885	
III. Finished Lot Cost								
I. Lot Development Cost	\$ 10,650		\$ -		\$ -		\$ 53,250	
A. Pre-Development Due Diligence Cost (Env, Geo-tech, Alta, Replat, etc.)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
B. Land Acquisition Cost (For-Profit builders \$1.50 per sf)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
C. Closing Cost (lot)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
D. Site Clearing and Demolition	\$ 3,280	30.8%	\$ -	0.0%	\$ -	0.0%	\$ 16,400	30.8%
E. Sewer Leads and Taps	\$ 4,500	42.3%	\$ -	0.0%	\$ -	0.0%	\$ 22,500	42.3%
F. Fill Dirt	\$ 1,300	12.2%	\$ -	0.0%	\$ -	0.0%	\$ 6,500	12.2%
G. Infrastructure Cost	\$ 1,570	14.7%	\$ -	0.0%	\$ -	0.0%	\$ 7,850	14.7%
H. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%
Total Finished Lot Cost	\$ 10,650		\$ -		\$ -		\$ 53,250	

NOTES:

- A) Livable square feet should include all enclosed areas with wall and floor coverings and heating. Garages and patios are not to be included in livable square feet.
 B) If more than three (3) floor plans are included in your project, please email request to www.development@ccppi.org indicating the number of floor plans needed.



midtown
H O U S T O N

STORMAN FOUNDATION

PROJECT NAME	The Herbert Stroman Foundation (Stroman) for Construction of the Eight Homes
REQUEST	Resolution for Amendment of Grant Agreements Authorized by MRA Board with The Herbert Stroman Foundation (Stroman) for Construction of the Eight Homes
DESCRIPTION	<p>The Midtown Redevelopment Authority and the City of Houston entered a Memorandum of Understanding that provides for MRA-related homebuyers to participate in the City of Houston Affordable Home Development Program (AHDP). The ADHP is now designated as the New Home Development Program. As originally structured, homebuyers participating in the AHDP program are eligible to apply for down payment assistance in the amount of \$50,000. The City Housing and Community Development Department has received the listing of parcels for which potential buyers may be included in the Program.</p> <p>In its meeting of August 29, 2024, the MRA Board approved Grant Agreements for non-profit organizations, including Stroman, which applied for parcels that would be included under the umbrella of the City AHDP, with which MRA is collaborating. The authorized Agreement was prepared and executed with initial development design work, financing and contractor selection proceeding. The Agreement provisions specify the lots being conveyed, sales prices and construction time periods, along with other legal conditions. Due to increases in the cost of materials and labor, revised Cost and Sales Price Worksheets were prepared and submitted to the AHCAG. AHCAG presented an amendment request for Board consideration. MRA Legal Counsel presented requests for extensions of the construction periods. The MRA Board approved the Request for Consideration to modify sales prices in its meeting of April 23, 2025. Extensions of the construction periods of six-month intervals were also approved.</p> <p>During that year, the approval process was modified for MRA development/grant agreements. Board authorizations are subject to approval by City HCD. HCD establishes single family home requirements that include Minimum Construction Standards and the maximum sales price of \$165 per livable square foot. Developers/Builders must demonstrate compliance with HCDD requirements prior to AHCAG presentation of any Request for Consideration.</p>

The AHCAG has received revised Costs and Sales Prices Worksheets from Stroman that identify the specific costs anticipated during this 2026 construction year. Upon reviewing the request, the AHCAG determined that construction-related items were responsible for increases. For example, with respect to the larger Stroman plan, the difference in the cost of its two plans (that are similar in size) is \$12,000 higher for infrastructure costs. Below is a table listing the recommended maximum sales prices to be included in the requested grant agreement modification.

HERBERT STROMAN FOUNDATION

Plan Sq Ft	Number of Units	2025 Sales Prices	2026 Revised Prices
1558	3	\$ 249,900	\$ 249,900
1600	5	\$ 249,900	\$ 263,950

The AHCAG has reviewed the requested sales price increases and determined them to be consistent with HCD sales price limitation. Amendment to the Stroman Grant Agreement is requested for consideration by the MRA Board that includes the adjusted sales prices and extensions of the construction periods. MRA Board approvals are subject to HCDD approval.

BUDGET

No Budget Impact on MRA

ACTION ITEM

Resolution for Amendment of Grant Agreements Authorized by MRA Board with The Herbert Stroman Foundation (Stroman) for Construction of the Eight Homes with Revised Sales Prices for Plan 1558 - \$249,900 and Plan 1600 - \$263,950, subject to approval of City Housing and Community Development

Contact

Algenita Scott Davis for Affordable Housing Consultant Advisory Group

To: Rena Leddy, MRA Interim Executive Director
Steve Gibson, MRA Interim Executive Director
Kandi Schram, MRA Administrator

From: Affordable Housing Consultant Advisory Group (AHCAG)

CC: Sean Haley, Center for Civic and Public Policy Improvement
Roberta F. Burroughs, Roberta F. Burroughs and Associates

Mary Buzak, Bracewell

Date: March 16, 2026

Re: Request for Amendment of Grant Agreements Authorized by MRA Board with The Herbert Stroman Foundation (Stroman) for Construction of the Eight Homes

The Midtown Redevelopment Authority and the City of Houston entered a Memorandum of Understanding that provides for MRA-related homebuyers to participate in the City of Houston Affordable Home Development Program (AHDP). The AHDP is now designated as the New Home Development Program. As originally structured, homebuyers participating in the AHDP program are eligible to apply for down payment assistance in the amount of \$50,000. The City Housing and Community Development Department has received the listing of parcels for which potential buyers may be included in the Program.

In its meeting of August 29, 2024, the MRA Board approved Grant Agreements for non-profit organizations, including Stroman, which applied for parcels that would be included under the umbrella of the City AHDP, with which MRA is collaborating. The authorized Agreement was prepared and executed with initial development design work, financing and contractor selection proceeding. The Agreement provisions specify the lots being conveyed, sales prices and construction time periods, along with other legal conditions. Due to increases in the cost of materials and labor, revised Cost and Sales Price Worksheets were prepared and submitted to the AHCAG. AHCAG presented an amendment request for Board consideration. MRA Legal Counsel presented requests for extensions of the construction periods. The MRA Board approved the Request for Consideration to modify sales prices in its meeting of April 23, 2025. Extensions of the construction periods of six-month intervals were also approved.

During that year, the approval process was modified for MRA development/grant agreements. Board authorizations are subject to approval by City HCD. HCD establishes single family home requirements that include Minimum Construction Standards and the maximum sales price of \$165 per livable square foot. Developers/Builders must demonstrate compliance with HCDD requirements prior to AHCAG presentation of any Request for Consideration.

The AHCAG has received revised Costs and Sales Prices Worksheets from Stroman that identify the specific costs anticipated during this 2026 construction year. Upon reviewing the request, the AHCAG determined that construction-related items were responsible for increases. For example, with respect to the larger Stroman plan, the difference in the cost of its two plans (that are similar in size) is \$12,000 higher for infrastructure costs. Below is a table listing the recommended maximum sales prices to be included in the requested grant agreement modification.

HERBERT STROMAN FOUNDATION

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1600	5	\$ 249,900	\$ 263,950

The AHCAG has reviewed the requested sales price increases and determined them to be consistent with HCD sales price limitation. Amendment to the Stroman Grant Agreement is requested for consideration by the MRA Board that includes the adjusted sales prices and extensions of the construction periods. MRA Board approvals are subject to HCDD approval.

**HOME SALES PRICE & COSTS WORKSHEET
SCATTERED SITE UNITS**

NAME OF DEVELOPER OR DEVELOPMENT:
THE HERBERT STROMAN FOUNDATION, INC

SINGLE FAMILY PRICE AND COST BREAKDOWNS

	Floor Plan A	Floor Plan B		Project Total
Project Name:	STROMAN HOMES	STROMAN HOMES		
Proposed # of Houses	THREE (3) 3 BDR 2 BA	FIVE (5) 3 BDR 2 BA		#VALUE!
Proposed Lot SqFt:	5,000	5,000		
Proposed House Livable SqFt:	1,558	1,600		
Proposed House Total SqFt:	2,056	2,056		

I. Sale Price Breakdown	Actual Costs	Percent of Price	Actual Costs	Percent of Price	Actual Costs	Percent of Price	Actual Costs	Percent of Price
A. Finished Lot Cost (Section III below)	\$ 5,136	2.1%	\$ 5,136	2.1%	\$ -	0.0%	#VALUE!	#VALUE!
B. Total Construction Cost (Section II below)	\$ 215,420	86.2%	\$ 213,660	85.5%	\$ -	0.0%	#VALUE!	#VALUE!
C. Financing Cost	\$ 7,500	3.0%	\$ 7,500	3.0%	\$ -	0.0%	#VALUE!	#VALUE!
D. Overhead and General Expenses	\$ 500	0.2%	\$ 500	0.2%	\$ -	0.0%	#VALUE!	#VALUE!
E. Marketing Cost	\$ 300	0.1%	\$ 300	0.1%	\$ -	0.0%	#VALUE!	#VALUE!
F. Sales Commission	\$ 11,245	4.5%	\$ 11,245	4.5%	\$ -	0.0%	#VALUE!	#VALUE!
G. Closing Costs	\$ 2,700	1.1%	\$ 2,700	1.1%	\$ -	0.0%	#VALUE!	#VALUE!
H. Carrying Costs	\$ 2,000	0.8%	\$ 2,000	0.8%	\$ -	0.0%	#VALUE!	#VALUE!
I. Profit	\$ 5,099	2.0%	\$ 6,859	2.7%	\$ -	0.0%	#VALUE!	#VALUE!
J. (Less:) \$15,000 Subsidy from HCDD	N/A			0.0%	\$ -	0.0%	#VALUE!	#VALUE!
K. Total Sales Price	\$ 249,900		\$ 249,900		\$ -		#VALUE!	

II. Construction Cost Breakdown	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost	Actual Costs	Percent of Construction Cost
I. Site Work	\$ 6,050		\$ 4,250		\$ -		#VALUE!	
A. Building Permit Fees	\$ 1,300	21.5%	\$ 1,300	21.5%	\$ -	0.0%	#VALUE!	#VALUE!
B. Impact Fees	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
C. Water & Sewer Fees Inspections	\$ 250	4.1%	\$ 250	4.1%	\$ -	0.0%	#VALUE!	#VALUE!
D. Architecture, Engineering	\$ 3,000	49.6%	\$ 1,200	19.8%	\$ -	0.0%	#VALUE!	#VALUE!
E. Other (EXPLAINED: Builders Risk Insurance, Survey Form, and Survey)	\$ 1,500	24.8%	\$ 1,500	24.8%	\$ -	0.0%	#VALUE!	#VALUE!
II. Foundations	\$ 33,620		\$ 33,620		\$ -		#VALUE!	
F. Excavation, Foundations, Concrete, Retaining Walls and Backfill	\$ 29,820	88.7%	\$ 29,820	88.7%	\$ -	0.0%	#VALUE!	#VALUE!
F1 Foundation Resiliency Measures	\$ 2,000	5.9%	\$ 2,000	5.9%	\$ -	0.0%	#VALUE!	#VALUE!
G. Other	\$ 1,800	5.4%	\$ 1,800	5.4%	\$ -	0.0%	#VALUE!	#VALUE!
III. Framing	\$ 37,008		\$ 37,008		\$ -		#VALUE!	
H. Framing (including roof)	\$ 37,008.00	100.0%	\$ 37,008	100.0%	\$ -	0.0%	#VALUE!	#VALUE!
H1 Framing Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
I. Trusses (if not included above)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
J. Sheathing (if not included above)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
K. General Metal, Steel	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
L. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
IV. Exterior Finishes	\$ 29,425		\$ 29,465		\$ -		#VALUE!	
M. Exterior Wall Finish	\$ 12,800	43.5%	\$ 12,800	43.5%	\$ -	0.0%	#VALUE!	#VALUE!
N. Roofing	\$ 9,750	33.1%	\$ 9,790	33.3%	\$ -	0.0%	#VALUE!	#VALUE!
N1 Roofing Resiliency Measures	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
O. Windows and Doors (including garage door)	\$ 6,875	23.4%	\$ 6,875	23.4%	\$ -	0.0%	#VALUE!	#VALUE!
P. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
V. Major Systems Rough-Ins	\$ 45,746		\$ 45,746		\$ -		#VALUE!	
Q. Plumbing (except fixtures)	\$ 17,476	38.2%	\$ 17,476	38.2%	\$ -	0.0%	#VALUE!	#VALUE!
R. Electrical (except fixtures)	\$ 15,420	33.7%	\$ 15,420	33.7%	\$ -	0.0%	#VALUE!	#VALUE!

S. HVAC	\$ 12,850	28.1%	\$ 12,850	28.1%	\$ -	0.0%	#VALUE!	#VALUE!
T. Other		0.0%		0.0%	\$ -	0.0%	#VALUE!	#VALUE!
T1. Major Systems Resiliency Measures	\$ -	0.0%		0.0%	\$ -	0.0%	#VALUE!	#VALUE!
VI. Interior Finishes	\$ 56,121		\$ 56,121		\$ -		#VALUE!	
U. Insulation	\$ 2,890	5.1%	\$ 2,890	5.1%	\$ -	0.0%	#VALUE!	#VALUE!
V. Drywall	\$ 16,250	29.0%	\$ 16,250	29.0%	\$ -	0.0%	#VALUE!	#VALUE!
W. Interior Trims, Doors and Mirrors	\$ 5,475	9.8%	\$ 5,475	9.8%	\$ -	0.0%	#VALUE!	#VALUE!
X. Painting	\$ 5,250	9.4%	\$ 5,250	9.4%	\$ -	0.0%	#VALUE!	#VALUE!
Y. Lighting	\$ 2,150	3.8%	\$ 2,150	3.8%	\$ -	0.0%	#VALUE!	#VALUE!
Z. Cabinets, Countertops	\$ 10,500	18.7%	\$ 10,500	18.7%	\$ -	0.0%	#VALUE!	#VALUE!
AA. Appliances	\$ 1,850	3.3%	\$ 1,850	3.3%	\$ -	0.0%	#VALUE!	#VALUE!
AB. Flooring	\$ 8,806	15.7%	\$ 8,806	15.7%	\$ -	0.0%	#VALUE!	#VALUE!
AC. Plumbing Fixtures	\$ 2,650	4.7%	\$ 2,650	4.7%	\$ -	0.0%	#VALUE!	#VALUE!
AD. Fireplace	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
AE. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
AE1. Interior Resiliency Measures	\$ 300	0.5%	\$ 300	0.5%	\$ -	0.0%	#VALUE!	#VALUE!
VII. Final Steps	\$ 6,250		\$ 6,250		\$ -		#VALUE!	
AF. Landscaping	\$ 1,250	20.0%	\$ 1,250	20.0%	\$ -	0.0%	#VALUE!	#VALUE!
AG. Outdoor Structures (deck, patio, porches)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
AH. Driveway	\$ 4,500	72.0%	\$ 4,500	72.0%	\$ -	0.0%	#VALUE!	#VALUE!
AI. Clean Up	\$ 500	8.0%	\$ 500	8.0%	\$ -	0.0%	#VALUE!	#VALUE!
AJ. Other	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
VIII. Other	\$ 1,200		\$ 1,200		\$ -		#VALUE!	
AK. Other (security, portable toilets, etc)	\$ 1,200	100.0%	\$ 1,200	100.0%	\$ -	0.0%	#VALUE!	#VALUE!
Total Construction Cost	\$ 215,420		\$ 213,660		\$ -		#VALUE!	
III. Finished Lot Cost								
I. Lot Development Cost	\$ 5,136		\$ 5,136				#VALUE!	
A. Pre-Development Due Diligence Cost (Env, Geo-tech, Alta, Replat, etc.)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
B. Land Acquisition Cost (For-Profit builders \$1.50 per sf)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
C. Closing Cost (lot)	\$ 1,136	22.1%	\$ 1,136	22.1%	\$ -	0.0%	#VALUE!	#VALUE!
D. Site Clearing and Demolition	\$ 1,500	29.2%	\$ 1,500	29.2%	\$ -	0.0%	#VALUE!	#VALUE!
E. Sewer Leads and Taps	\$ 1,250	24.3%	\$ 1,250	24.3%	\$ -	0.0%	#VALUE!	#VALUE!
F. Fill Dirt	\$ 1,250	24.3%	\$ 1,250	24.3%	\$ -	0.0%	#VALUE!	#VALUE!
G. Infrastructure Cost (provide a detailed breakdown on a separate sheet or below)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
H. Other (provide a detailed breakdown on a separate sheet or below)	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	#VALUE!	#VALUE!
Total Finished Lot Cost	\$ 5,136		\$ 5,136		\$ -		#VALUE!	

NOTES:

- A) Livable square feet should include all enclosed areas with wall and floor coverings and heating. Garages and patios are not to be included in livable square feet.
- B) If more than three (3) floor plans are included in you project, please contact Humi Jackson for an updated worksheet.
- C) Please make sure to incorporate the cost of a performance bond and a completion bond under the Overhead and General Expenses line item (I-D).
- D) The \$15,000 subsidy shown on Line Item I(J) is allowed to cover infrastructure and other development costs so as to reduce the sales price.
- E) In the Subsidy Allocation Chart below, show the amount of subsidy that will be used to cover the costs of infrastructure and other line items above. The total of which must equal \$15,000. Different line items may be used for each floor plan.

\$15,000 Subsidy Allocation				
\$15,000 Subsidy Allocation Per House (from line items above)	Floor Plan A	Floor Plan B	Floor Plan C	Project Total
1) Infrastructure			\$ -	\$ -
2) Framing			\$ -	\$ -
3) A&E			\$ -	\$ -

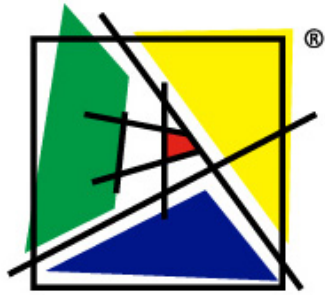
4)	Building Permit Fees			\$ -	\$ -
5)				\$ -	\$ -
6)				\$ -	\$ -
7)				\$ -	\$ -
8)			\$ -	\$ -	\$ -
9)		\$ -	\$ -	\$ -	\$ -
10)		\$ -	\$ -	\$ -	\$ -
Totals		\$ -	\$ -	\$ -	\$ -

#VALUE!

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CHANGE HAPPENS

PROJECT NAME	Change Happens Grant Agreement Amendment Requests								
REQUEST	Request for sales price increases, land exchange, and new unit types for four MRA tracts								
DESCRIPTION	<p>Change Happens CDC is proposing sales prices increases due to escalating construction costs; land exchanges due to infrastructure problems on five conveyed tracts, and permission to construct duplexes on four land tracts. The latter is being requested because two-story duplexes are more suitable given that multi-story developments are on either side of the tracts where Change Happens CDC is proposing to construct duplexes.</p> <p>At this time, Change Happens CDC is asking that consideration be given to exchanging three land tracts conveyed via the grant agreement drafted for the conveyance of land tracts tied to Change Happen CDC's successful single- family application. The table below shows the addresses of the land tracts that were originally conveyed and the land tracts that are now being requested in an exchange.</p> <table border="1" data-bbox="748 934 1135 1102"> <thead> <tr> <th data-bbox="748 934 954 989">NEW</th> <th data-bbox="954 934 1135 989">ORIGINAL</th> </tr> </thead> <tbody> <tr> <td data-bbox="748 989 954 1031">3225 Tuam St</td> <td data-bbox="954 989 1135 1031">2810 Anita St.</td> </tr> <tr> <td data-bbox="748 1031 954 1073">3223 Tuam St.</td> <td data-bbox="954 1031 1135 1073">2418 Anita St.</td> </tr> <tr> <td data-bbox="748 1073 954 1102">3304 Tuam St.</td> <td data-bbox="954 1073 1135 1102">2520 Nagle St.</td> </tr> </tbody> </table> <p>The reason for this request is that the land tracts that were originally conveyed to Change Happens CDC lack sanitary sewer connections. The expense of resolving this issue would be raise sales prices. This would be in keeping with the goal of making affordable homes available through the <i>Southeast Houston Affordable Housing Initiative</i>.</p> <p>Change Happens CDC is also asking that consideration be given to exchanging three land tracts conveyed via the grant agreement drafted for the conveyance of land tracts tied to Change Happen CDC's successful RFP response.</p> <p>With one exception, the land tracts that were originally conveyed to Change Happens CDC lack sanitary sewer connections. Again, the expense of resolving this issue would be raise the sales price. This would to be in keeping with the goal of making affordable homes available through the <i>Southeast Houston Affordable Housing Initiative</i>. The exception is annotated on the table below. The reason that an exchange is being requested for this land tract is that it is too small to optimize development on it.</p>	NEW	ORIGINAL	3225 Tuam St	2810 Anita St.	3223 Tuam St.	2418 Anita St.	3304 Tuam St.	2520 Nagle St.
NEW	ORIGINAL								
3225 Tuam St	2810 Anita St.								
3223 Tuam St.	2418 Anita St.								
3304 Tuam St.	2520 Nagle St.								

NEW	ORIGINAL
3312 Drew	0 Rosalie St.
3302 Tuam	3220 Anita St.
3221 Truxillo	3250 Francis St.*

*The land tract at this address is the exception.

CHANGE IN UNIT TYPES

The Greater Third Ward neighborhood in which Change Happens CDC will build is experiencing an influx of multi-story town homes. Consequently, if the relevant exchange is approved, Change Happens CDC is asking for permission to construct duplexes on some of the land tracts where one-story single family detached units were to be constructed next to three-story town homes.

The table below shows the locations where it would be more in line with community character to construct a duplex on land tied to the proposed exchange.

ADDRESS	UNIT TYPE	PROGRAM
3225 Tuam St.	Duplex	New Home Development Program
3223 Tuam St.	Duplex	New Home Development Program
3304 Tuam St.	Duplex	New Home Development Program
3302 Tuam St.	Duplex	Request for Proposals

The remaining locations out of the 22 locations will feature a single-family housing unit on land tied to the proposed exchange.

SALES PRICES

Due to increases in construction costs since the original sales prices were set, Change Happens is asking for sales price increases for 19 units. **Exhibit A** shows the proposed sales prices. These increases are due to the increased cost of building materials and construction.

Proposed new sales prices are displayed as **Exhibit A**.

BUDGET

Not applicable

ACTION ITEM	Approval of the proposals described above.
CONTACT	Roberta F. Burroughs Roberta F. Burroughs & Associates

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**EXHIBIT A
PROPOSED NEW SALES PRICES**

Floor Plan	A	B	C	D	E
Livable Area, sf	1585	1500	1057	1386	1565
Sales Price	\$260,075	\$247,525	\$220,965	\$228,050	\$249,925
Sales Price/Livable SF¹	\$164	\$165	\$209 ²	\$165	\$160

¹Figures in this row are rounded.

²This is the figure in the executed contract between MRA and Change Happens CDC. The figure predates the guidance received from the City of Houston Housing and Community Development Department regarding the sales price target of no more than \$165 per livable square foot established by the Houston Housing and Community Development Department.
in the last row.

MEMORANDUM

To: Allen Douglas, Chair
Midtown Redevelopment Authority Board of Directors

cc: *Mary Buzak, Bracewell LLP*
Kandi Schramm, Midtown Redevelopment Authority
Amy Connolly, Houston Department of Housing and Community Development

From: Affordable Housing Consultant Advisory Group (AHCAG)

Date: April 20, 2026

Subject: Request for Consideration of Modification to the Grant Agreements Change Happens Community Development Corporation

Subsequent to Midtown Redevelopment Authority board approval, Midtown Redevelopment Authority has entered into two grant agreements with Change Happens Community Development Corporation (Change Happens CDC). These grant agreements enable the conveyance of MRA land to Change Happens CDC.

One of the grant agreements addresses single family for-sale homes to be constructed on 10 tracts of MRA land. This agreement was entered into pursuant to Change Happens CDC applying for participation in the *Southeast Houston Affordable Housing Initiative* via completion and approval of a single- family application.

The other agreement addresses single family for-sale homes to be constructed on 12 tracts of MRA land. This agreement was entered into pursuant to Change Happens CDC submitting a successful response to a Request for Proposals (RFPs).

LAND EXCHANGE

At this time, Change Happens CDC is asking that consideration be given to exchanging three land tracts conveyed via the grant agreement drafted for the conveyance of land tracts tied to Change Happen CDC’s successful single- family application. The table below shows the addresses of the land tracts that were originally conveyed and the land tracts that are now being requested in an exchange.

NEW	ORIGINAL
3225 Tuam St	2810 Anita St.
3223 Tuam St.	2418 Anita St.
3304 Tuam St.	2520 Nagle St.

The reason for this request is that the land tracts that were originally conveyed to Change Happens CDC lack sanitary sewer connections. The expense of resolving this issue would be raise sales prices. This would be in keeping with the goal of making affordable homes available through the *Southeast Houston Affordable Housing Initiative*.

Change Happens CDC is also asking that consideration be given to exchanging three land tracts conveyed via the grant agreement drafted for the conveyance of land tracts tied to Change Happen CDC’s successful RFP response.

With one exception, the land tracts that were originally conveyed to Change Happens CDC lack sanitary sewer connections. Again, the expense of resolving this issue would be raise the sales price. This would to be in keeping with the goal of making affordable homes available through the *Southeast Houston Affordable Housing Initiative*. The exception is annotated on the table below. The reason that an exchange is being requested for this land tract is that it is too small to optimize development on it.

NEW	ORIGINAL
3312 Drew	0 Rosalie St.
3302 Tuam	3220 Anita St.
3221 Truxillo	3250 Francis St.*

*The land tract at this address is the exception.

CHANGE IN UNIT TYPES

The Greater Third Ward neighborhood in which Change Happens CDC will build is experiencing an influx of multi-story town homes. Consequently, if the relevant exchange is approved, Change Happens CDC is asking for permission to construct duplexes on some of the land tracts where one-story single family detached units were to be constructed next to three-story town homes.

The table below shows the locations where it would be more in line with community character to construct a duplex on land tied to the proposed exchange.

ADDRESS	UNIT TYPE	PROGRAM
3225 Tuam St.	Duplex	New Home Development Program
3223 Tuam St.	Duplex	New Home Development Program
3304 Tuam St.	Duplex	New Home Development Program
3302 Tuam St.	Duplex	Request for Proposals

The remaining locations out of the 22 locations construct a single-story single-family housing unit on land tied to the proposed exchange.

Floor plans for both types of units are displayed as exhibits xxx and xxx. The Affordable Housing Consultants Advisory Group (AHCAG) reviewed the floor plans and found them to be acceptable.

SALES PRICES

Due to increases in construction costs since the original sales prices were set, Change Happens is asking for sales price increases for 19 units. **Exhibit A** shows the proposed sales prices. These increases are due to the increased cost of building materials and construction.

Sales price worksheets are displayed as Exhibits x and x. The Affordable Housing Consultant Advisory Group (AHCAG) confirmed the sales price target of \$165 per livable square foot established by the Houston Housing and Community Development Department.

COMPLIANCE WITH MINIMUM CONSTRUCTION STANDARDS

The AHCAG requested and received confirmation that construction of the 15 units will comply with the City of Houston Housing and Community Development Department guidance related to Minimum Construction Standards. The livable square feet sales price requirement is no more than \$165 per livable square feet.

REQUEST FOR CONSIDERATION

The MRA Board is asked to consider approval of revisions to the two existing Change Happens CDC grant agreements to reflect the following:

- 1) new sales prices for 19 units on 15 land tracts
- 2) land exchanges involving six addresses
- 3) new unit types for four addresses

EXHIBIT A
CHANGE HAPPENS SALES PRICE INCREASE REQUEST

PROGRAM	ADDRESS	UNIT TYPE	TOTAL SQ FT.	GROSS LIVING AREA	BEDROOM/BATHROOM/GARAGE SIZE	SALES PRICE REQUESTED
New Home Development Program	2715 Nagle	Single Family	2085	1500	3/2/2	\$247,525
New Home Development Program	2811 Nagle	Single Family	2085	1500	3/2/2	\$247,525
New Home Development Program	2620 Nagle	Single Family	1952	1565	3/2/1	\$249,925
New Home Development Program	2804 Drew	Single Family	2085	1500	3/2/2	\$247,525
New Home Development Program	2717 Nagle	Single Family	2085	1500	3/2/2	\$247,525
New Home Development Program	2614 Nagle	Single Family	2085	1500	3/2/2	\$247,525
New Home Development Program	2610 Drew	Single Family	2085	1500	3/2/2	\$247,525
New Home Development Program	3225 Tuam - A	Duplex - A	1917	1585	3/2/1	\$260,075
New Home Development Program	3225 Tuam - B	Duplex - B	1917	1585	3/2/1	\$260,075
New Home Development Program	3223 Tuam - A	Duplex - A	1917	1585	3/2/1	\$260,075
New Home Development Program	3223 Tuam - B	Duplex - B	1917	1585	3/2/1	\$260,075
New Home Development Program	3304 Tuam - A	Duplex - A	1917	1585	3/2/1	\$260,075
New Home Development Program	3304 Tuam - B	Duplex - B	1917	1585	3/2/1	\$260,075
RFP	3413 Beulah	Single Family	2085	1500	3/2/2	\$247,525
RFP	3247 Francis	Single Family	2085	1500	3/2/2	\$247,525

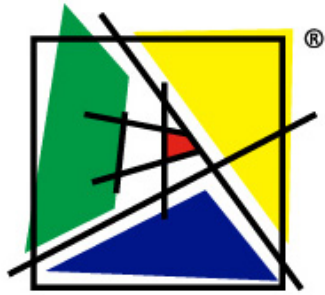
Exhibit A
Change Happens Sales Price Increase Request Contd.

PROGRAM	ADDRESS	UNIT TYPE	TOTAL SQ FT.	GROSS LIVING AREA	BEDROOM/BATHROOM/GARAGE SIZE	SALES PRICE REQUESTED
RFP	3312 Drew	Single Family	2085	1500	3/2/2	\$247,525
RFP	3221 Truxillo	Single Family	2085	1500	3/2/2	\$247,525
RFP	3302 Tuam - A	Duplex - A	1917	1585	3/2/1	\$260,075
RFP	3302 Tuam - B	Duplex - B	1917	1585	3/2/1	\$260,075

Exhibit A

Change Happens Sales Price Increase Request Contd.

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AFFORDABILITY PERIOD

PROJECT NAME	Affordability Policy Modification for Southeast Affordable Housing Initiative Program
REQUEST	APPROVAL of Request for Consideration of Affordability Period Alignment with City of Houston
DESCRIPTION	<p>BUDGET At the time of the implementation of the Southeast Affordable Housing Initiative (SEAHI) in 2018, the MRA Board authorized the adoption of an affordability period of twenty years to deter investors from purchasing homes constructed on MRA land and “flipping” the property. The affordability period is designed to encourage long-term homeownership. MRA documents also extend the affordability period for an additional five years if the home buyer receives downpayment assistance of more than \$40,000.</p> <p>Under the SEAHI, MRA sells each lot on which a single-family for-sale home will be constructed at the significantly below-market price of \$1.50 per square foot to approved for-profit developers. MRA grants lots to non-profit developers at no cost. The no- or low-cost land cost lowers the home sales price, with the goal of ensuring affordability. In exchange for receiving the benefit of a lower price, the homeowner must commit to remain in the home for the “affordability period,” which currently stipulates that the homeowner is required to maintain ownership of the home as their primary residence for at least twenty years. The affordability period places a lien on homeowner’s property which lien is “enforced” at the time of sale occurring during the period. In some instances, MRA documents extend the affordability period based on the amount of additional downpayment an individual homeowner receives. The requisite adherence to the affordability period guidelines does not prevent the sale of the home.</p> <p>The AHCAG also receives concerns from City of Houston HCDD regarding the inconsistency of the MRA affordability period with that of the City for homes qualifying for HCDD program funding subsidy. Any modification of the affordability period will require legal counsel review and specific delineation of the method(s) of documentation and implementation.</p> <p>. The application should be included in the documents of the development agreement</p>
ACTION ITEM	APPROVAL of Request for Consideration for alignment of the MRA Affordability Period(s) with that of the City of Houston. With a maximum of ten years, reduced annually, the City Affordability Periods should apply

	to MRA related properties based on the amount of subsidy from MRA or City HCDD. The Board may establish a policy for this alignment, but the method for implementation can only be done with specific delineation from legal counsel
Contact	Algenita Scott Davis, Affordable Housing Consultant Advisory Group

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ccppi
center for civic & public policy improvement

TO: Rena Leddy and Steve Gibson, MRA Interim Executive Directors
Kandi Schram, MRA Administrative Manager
Kayler Williams, MRA Senior Executive Assistant

FROM: Affordable Housing Consultant Advisory Group (AHCAG)

CC: Mary Buzak, Bracewell LLP
Sean Haley, CCPPI Executive Director; Roberta F. Burroughs, Roberta F. Burroughs
and Associates

DATE: March 10, 2026

RE: Request for Consideration of Affordability Periods in Alignment with City of Houston

The MRA Affordability Period was discussed by MRA Board members during several of its meetings in 2024. The AHCAG was requested to research the affordability periods of other cities to provide the Board with a framework for evaluating the current twenty-year term and submitted a Request for Consideration by the Board in November 2024. This item was not included on the agenda.

Rationale for MRA Affordability Period

At the time of the implementation of the Southeast Affordable Housing Initiative (SEAH) in 2018, the MRA Board authorized the adoption of an affordability period of twenty years to deter investors from purchasing homes constructed on MRA land and “flipping” the property. The affordability period is designed to encourage long-term homeownership. MRA documents also extend the affordability period for an additional five years if the home buyer receives downpayment assistance of more than \$40,000.

Under the SEAH, MRA sells each lot on which a single-family for-sale home will be constructed at the significantly below-market price of \$1.50 per square foot to approved for-profit developers. MRA grants lots to non-profit developers at no cost. The no- or low-cost land cost lowers the home sales price, with the goal of ensuring affordability. In exchange for receiving the benefit of a lower price, the homeowner must commit to remain in the home for the “affordability period,” which currently stipulates that the homeowner is required to maintain ownership of the home as their primary residence for at least twenty years. The affordability period places a lien on homeowner’s property which lien is “enforced” at the time of sale occurring during the period. In some instances, MRA documents extend the affordability period based on the amount of additional downpayment an individual homeowner receives. The requisite adherence to the affordability period guidelines **does not prevent the sale** of the home.

If a sale is attempted during the affordability period, the lien alerts the title company of the encumbrance on the property. The homeowner may sell the home to another income qualified homebuyer or sell to a market-rate buyer and pay MRA a pre-determined amount for the land, based on its value. Negotiations to satisfy the lien and compel compliance may then be

coordinated and completed by MRA legal counsel. If agreement terms must change, negotiations may necessitate presentation to the MRA Board for approval.

In 2024, the MRA Board requested the AHCAG to survey affordability periods of nearby and localities and the housing authorities with which we were familiar. The results of the 2024 survey are included in the attachment. However, affordability periods of these entities may change over time and vary with the activation of department programs. The City of Houston HCDD currently has varied affordability periods for single family homes, depending on the source of funding and the amount of down payment assistance received. For most programs offered by HCDD, the **maximum length is ten (10) years** unless HOME funds are involved. Many MRA-related homes qualify for City assistance.

The AHCAG receives frequently requests from MRA developers/builders to seek a different, specifically **shorter**, affordability period for the following reasons:

- A. The affordability period of twenty years is a deterrent to sales and potential homebuyers refuse to sign contracts for purchase because of the length of the term.
- B. The affordability period does not have any burn-off period which would reduce the amount of the lien as each year of occupancy passes.
- C. The length of the affordability period is unique in the Houston affordable housing market and requires special education for potential homebuyers.
- D. The dollar basis of the lien is not easily understood and the determination of the actual amount of the lien when enforced is not certain at time of implementation.
- E. Enforcement of the affordability period is not monitored, especially when applied, if there is a breach of the purchase documents.
- F. There is no ongoing review of the status of homebuyer compliance with terms of agreement. Developers/builders seek guidance from MRA on a case-by-case basis.
- G. To date, no strict enforcement of the affordability period (resulting in full payment of the lien at time of sale) has occurred during the affordable housing program.

The AHCAG also receives concerns from City of Houston HCDD regarding the inconsistency of the MRA affordability period with that of the City for homes qualifying for HCDD program funding subsidy.

Any modification of the affordability period will require legal counsel review and specific delineation of the method(s) of documentation and implementation.

Request for Consideration

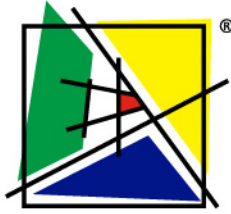
The AHCAG presents this Request for Consideration for alignment of the MRA Affordability Period(s) with that of the City of Houston. With a maximum of ten years, the City Affordability Periods should apply to MRA related properties based on the amount of subsidy from MRA or City HCDD. The application should be included in the documents of the development agreement. The Board may establish a policy for this alignment, but the method for implementation can only be done with specific delineation from legal counsel.

Attachment

Survey of Affordability Periods in Various Cities

The AHCAG contacted the following city housing entities and obtained varied results with the affordability period usually based on the source of the subsidy funding. If the funding is federal HOME dollars, the amounts and affordability period is based on HUD guidelines. The cities of Austin and Dallas follow these prescribed amounts and timelines.

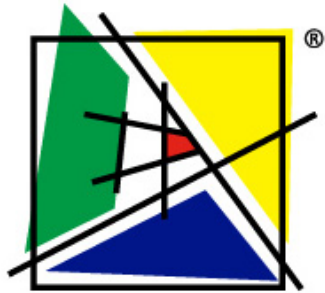
ENTITY	SOURCE OF FUNDING	DOWNPAYMENT ASSISTANCE (DPA)	AFFORDABILITY TERM	NOTES
City of Houston	HUD and TIRZ	Up to \$100,000	5 years	Reduces over 5 years
City of Austin	HUD (HOME)	Up to \$14,999	5 years	Based on HUD Regs Reduces over 5 years
City of Beaumont	HUD (HOME)	Up to \$14,999	5 years	Based on HUD Reduces over 5 years
City of Dallas	HUD	\$15,000-\$40,000 Over \$40,000 and up to \$50,000	10 years 15 years	Based on HUD regs Reduces over time
City of San Antonio	HIP 80 HIP 120	Up to \$15,000 Up to \$30,000	5 years 10 years	75% reduction Reduces over time 25% is perpetual
Atlanta Housing (Housing Authority)	HUD	Up to \$30,000	10 years with a burn-off of 10% per year	The AH DPA Homeownership Program is modeled to mortgage industry standards known as a 'community second' or a subsidy assistance loan. The subsidy loan is completely forgiven after a 10-year term of owner-occupancy. Maximum Purchase Price of homes is \$375,000.



midtown
HOUSTON

DRAFT

**MIDTOWN CAPITAL IMPROVEMENTS
PROGRAM**



midtown
H O U S T O N

**INTERAGENCY AGREEMENT
WITH METRO**

AGENDA ITEM	Interagency Agreement with METRO for Community Funding Project Grant
REQUEST	Authorize the execution by the appropriate officers of the Authority of Interagency Agreement with METRO for Community Project Funding through the U.S. Department of Housing and Urban Development (HUD) for design and engineering costs for affordable housing development.
ITEM HISTORY	August 2024: Metropolitan Transit Authority (METRO) and Midtown Redevelopment Authority awarded an Economic Development Initiative, Community Project Funding grant designation from the late Congresswoman Sheila Jackson Lee in the amount of \$500,000 through the U.S. Department of Housing and Urban Development.
DESCRIPTION	<p>Authority Staff requests authorization to execute Interagency Agreement with METRO for Community Project Funding grant through the U.S. Department of Housing and Urban Development for design and engineering costs for affordable housing development.</p> <p>In August 2024, METRO and MRA were awarded a HUD Economic Development Initiative-Community Project Funding grant in the total amount of \$500,000. METRO is designated as the grant recipient and MRA is the subrecipient.</p> <p>METRO Board of Directors has authorized its Interim President & CEO to execute an interlocal agreement with MRA to split the grant funds equally (\$250,000).</p> <p>The funds awarded to MRA are intended to be used for planning and preliminary design of infrastructure for affordable housing development.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

**INTERAGENCY AGREEMENT
FOR
ECONOMIC DEVELOPMENT INITIATIVE-COMMUNITY FUNDING PROJECT
("CPF PROGRAM")
BETWEEN
THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
AND
MIDTOWNMIDTOWN REDEVELOPMENT AUTHORITY**

THE STATE OF TEXAS

COUNTY OF HARRIS

This Agreement ("Agreement") is made and entered into by and between Metropolitan Transit Authority of Harris County, Texas ("METRO"), a body corporate and politic authorized and existing pursuant to Chapter 451, Texas Transportation Code, and Midtown Redevelopment Authority, a Texas nonprofit local government corporation whose unique entity identifier is PL45P7ZLCVF4, herein after called "Midtown Redevelopment Authority"

WITNESSETH

WHEREAS, on August 28, 2024, the U.S. Department of Housing and Urban Development (HUD) awarded METRO \$500,000.00, Federal Award Identification Number B-24-CP-TX-2154, Catalog of Federal Domestic Assistance Number 14.251 – Economic Development Initiative-Community Funding Project and Miscellaneous Grants; and

WHEREAS, METRO has been named by language of the Community Project Funds (CPF) as the designated recipient for the HUD Economic Development Initiative-Community Funding Project and Miscellaneous Grants; and

WHEREAS, the Midtown Redevelopment Authority is also a named subrecipient for Economic Development Initiative-Community Funding Project and Miscellaneous Grants funding and will receive \$250,000.00 of the \$500,000.00 awarded to METRO; and

WHEREAS, METRO and Midtown Redevelopment Authority have agreed to terms and conditions specified in this interagency agreement; and

WHEREAS, the award under this Agreement is not for research and development.

WHEREAS, the award under this Agreement does not include indirect costs.

NOW, THEREFORE, in consideration of the premises and the mutual covenants specified herein, the parties hereby agree as follows:

ARTICLE 1: INDEPENDENT ENTITY

The execution of this Agreement and the distribution of funds from this program do not change the independent status of METRO or Midtown Redevelopment Authority. No provision of this Agreement or act of METRO in performance of the Agreement shall be construed as making Midtown Redevelopment Authority the agent, servant or employee of METRO, the State of Texas or the United States Government. Midtown Redevelopment Authority shall notify METRO of the threat of lawsuit or of any actual suit filed against Midtown Redevelopment Authority pertaining to this Agreement or which would adversely affect Midtown Redevelopment Authority's responsibilities under this Agreement.

ARTICLE 2: SCOPE OF AGREEMENT

This Agreement specifies the terms and conditions under which Midtown Redevelopment Authority will provide, and METRO will pay, for project implementation as described in Exhibit 1. The parties agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any supplemental agreements hereto.

ARTICLE 3: TERM

The disbursement of the funds shall begin on 10/1/2025 and end on 8/31/2032, unless the period of performance is extended or terminated by either party in accordance with the other terms of this Agreement.

ARTICLE 4: METRO'S OBLIGATIONS

4.1 METRO agrees to comply with all applicable local, state, and federal laws and regulations in performance of this Agreement.

4.2 METRO shall provide day-to-day grants management as necessary to provide guidance for implementation of Midtown Redevelopment Authority's project as described in Exhibit 1.

4.3 METRO agrees to notify Midtown Redevelopment Authority of the outcome of its review of third-party contracts submitted in accordance with Article 5.7 below within fifteen (15) business days of receipt of the proposed contracts.

ARTICLE 5: MIDTOWN REDEVELOPMENT AUTHORITY'S OBLIGATIONS

5.1 Midtown Redevelopment Authority agrees to comply with all applicable local, state and federal laws and regulations in performance of this Agreement.

5.2 Midtown Redevelopment Authority commits to implementing the selected project as described in Exhibit 1.

5.3 Midtown Redevelopment Authority certifies its compliance with HUD's standard Certifications and Assurances as outlined in Exhibit 2 with respect to the implementation of the project described in Exhibit 1. Furthermore, this certification shall remain in full force and effect for all subsequent years of the project implementation, including any future HUD revisions of said Certifications and Assurances.

5.4 This agreement between Midtown Redevelopment Authority and METRO provides for the insertion of language concerning HUD regulatory requirements and requires that any provider of services comply with those requirements.

During the performance of this Agreement, Midtown Redevelopment Authority agrees to abide by the following:

(a) **Compliance with Regulations.** Midtown Redevelopment Authority shall comply with the regulations relative to nondiscrimination in federally assisted programs of HUD Title 24, Code of Federal Regulations, Part 1.6, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

(b) **Nondiscrimination.** Midtown Redevelopment Authority, with regard to the work performed by it during the specified period of performance, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Midtown Redevelopment Authority shall not participate either directly or indirectly in the discrimination prohibited by Section 1.4 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.

(c) **Solicitation for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by Midtown Redevelopment Authority for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Midtown Redevelopment Authority of its obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

(d) **Information and Reports.** Midtown Redevelopment Authority shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by METRO or HUD to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of Midtown Redevelopment Authority and is in the exclusive possession of another who fails or refuses to

furnish this information, Midtown Redevelopment Authority shall so certify to METRO or the Department of Transportation, as appropriate and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance**. In the event of Midtown Redevelopment Authority's noncompliance with the nondiscrimination and / or procurement provisions of this Agreement, METRO shall impose such contract sanctions as it or HUD may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Midtown Redevelopment Authority under the Agreement until Midtown Redevelopment Authority complies, and / or
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

(f) **Incorporation of Provisions**. Midtown Redevelopment Authority shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant hereto. Midtown Redevelopment Authority shall take such action with respect to any subcontract or procurement as METRO may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Midtown Redevelopment Authority becomes involved in or is threatened with litigation by a contractor, subcontractor, or supplier as a result of such direction, Midtown Redevelopment Authority may request METRO to enter into such litigation to protect the interests of METRO and, in addition, Midtown Redevelopment Authority may request HUD to enter into such litigation to protect the interests of the United States.

5.5 Midtown Redevelopment Authority agrees to abide by the appropriate Federal Acquisition Regulations, including but not limited to specifications regarding Buy America terms, for the acquisition of all goods, services, materials, or equipment required in the performance of this project.

5.6 Midtown Redevelopment Authority agrees to provide quarterly Milestone Progress and Financial Status reports as described in Exhibit 4 within 15 business days after the close of each calendar quarter (March, June, September, December). Each Milestone Progress report shall contain an update of the major activity milestones (as established during the initial grant application), a summary of the major activities completed during the previous quarter, a summary of activities scheduled for the following quarter, and identification of problems and / or issues that may affect the project's completion on its specified schedule. Further, Midtown Redevelopment

Authority agrees to include details regarding any contract amendment(s) or change order(s) equal to or greater than \$100,000 if executed during the report period.

Each Financial Status report shall be completed in accordance with the HUD's Financial Status Report form, including a reconciliation by activity line-item code of the previous quarter's expenditures; the current quarter's expenditures; the total life-to-date expenditures; the HUD and local share of life-to-date expenditures; the current unliquidated obligations (unpaid contract balances); the HUD and local share of unliquidated obligations; and the total authorized HUD budget.

Expenditures shall be supported by the appropriate level of financial documentation, including time sheets for direct labor and invoices for third party expenses.

5.7 Midtown Redevelopment Authority agrees to submit third party contracts necessary for the project's implementation to METRO for review prior to the execution of such contracts. Additionally, Midtown Redevelopment Authority agrees to submit any proposed third party contract amendment(s) or change order(s) for METRO review prior to the execution of such contract amendment(s) or change order(s).

ARTICLE 6: LIMITATION OF LIABILITY

6.1 METRO and Midtown Redevelopment Authority are each a governmental entity under the Texas Tort Claims Act.

6.2 Midtown Redevelopment Authority acknowledges that it is not an agent, servant, nor employee of METRO.

6.3 METRO acknowledges that it is not an agent, servant, nor employee of Midtown Redevelopment Authority.

6.4 The parties expressly agree that the disbursement of funds under this initiative is not a joint venture or enterprise. It is not the intent of the parties that a joint enterprise relationship is being entered into, and the parties specifically disclaim such relationship. This Agreement does not constitute a joint enterprise.

ARTICLE 7: TERMINATION

7.1 **Termination for Convenience.** Notwithstanding any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement, if it determines that it is in its best interest to do so, providing, however, that the party seeking to terminate the provision of services

under this Agreement gives written notice to the other party at least sixty (60) calendar days prior to the expected date of the termination of services.

ARTICLE 8: DEFAULT AND REMEDIES

8.1 Default. The failure by either party to fully and timely comply with its respective obligations, and the failure to cure such noncompliance within ten (10) days after written notice from the other party, shall constitute a default (“Default”). In the event of a Default, the non-defaulting party may notify the defaulting party of its intent to terminate this Agreement as of a date specified in such notice. If such default is not cured by such termination date, this Agreement shall be deemed automatically terminated as of the date so specified in the notice without further act of either party. This Agreement shall not be considered as specifying the exclusive remedy for any Defaults; and all remedies existing at large or in equity may be availed of by either party and shall be cumulative.

ARTICLE 9: FORCE MAJEURE

Neither party shall be held liable for any loss or damage due to delay in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, which causes may include acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

ARTICLE 10: AUDIT AND INSPECTION OF RECORDS

Midtown Redevelopment Authority shall permit the authorized representatives of METRO and the federal government to inspect and audit all data and records of Midtown Redevelopment Authority relating to its performances under this Agreement. METRO representatives may perform, or have performed, an audit of Midtown Redevelopment Authority’s books and records. Midtown Redevelopment Authority shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates.

ARTICLE 11: NOTICES

Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or three (3) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To METRO: Alan Clark, Chief Strategy Officer
 Metropolitan Transit Authority of Harris County
 P.O. Box 61429
 Houston, Texas 77208-1429

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

ARTICLE 12: WAIVER

The failure of any party at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of any party of any condition, or of any breach of any term, covenant, representation or warranty contained herein, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such condition or breach or waiver of any other condition.

ARTICLE 13: ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with regard to the matters addressed herein. This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions be waived except by written instrument executed by both parties.

ARTICLE 14: GOVERNING LAW

This Agreement is subject to all applicable laws, regulations, codes, ordinances, rules and rulings of the Federal Government, the State of Texas, City of Houston, and any other governmental entity that has jurisdiction over the parties or activities set out herein. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in a court of appropriate jurisdiction in Harris County, Texas.

ARTICLE 15: CLOSEOUT

METRO will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by Midtown Redevelopment Authority. This section specifies the actions Midtown Redevelopment Authority and METRO must take to complete this process at the end of the period of performance.

- (a) Midtown Redevelopment Authority must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. METRO may approve extensions when requested by Midtown Redevelopment Authority.
- (b) Unless METRO authorizes an extension, Midtown Redevelopment Authority must liquidate all obligations incurred under the Federal award not later than 90

calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

- (c) METRO must make prompt payments to Midtown Redevelopment Authority for allowable reimbursable costs under the Federal award being closed out.
- (d) Midtown Redevelopment Authority must promptly refund any balances of unobligated cash that METRO paid in advance or paid and that is not authorized to be retained by Midtown Redevelopment Authority for use in other projects. See OMB Circular A-129 and see § 200.345 Collection of amounts due for requirements regarding unreturned amounts that become delinquent debts.
- (e) Consistent with the terms and conditions of the Federal award, METRO must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
- (f) Midtown Redevelopment Authority must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
- (g) METRO should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

IN WITNESS WHEREOF, the parties have caused the Agreement to be effective as of the last date written below (“Effective Date”)

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force, has been executed on behalf of the parties hereto as follows:

a. It has on the ___ day of ___, 20___, been executed on behalf of Midtown Redevelopment Authority by _____.

b. It has on the ___ day of ___, 20___, been executed on behalf of METRO by _____, and attested by its Assistant Secretary, pursuant to Resolution 2025-190 of its Board of Directors authorizing such execution.

Midtown Redevelopment Authority

By: _____

Matt Thibodeaux
Executive Director

Approved as to form:

By: _____

Metropolitan Transit Authority of Harris
County, Texas

By:  _____

Thomas Jasien
Interim President & Chief Executive Officer

Approved as to form:

April Greenhouse

April Greenhouse (Dec 17, 2025 11:22:17 CST)

April Greenhouse

Deputy General Counsel

George Fotinos

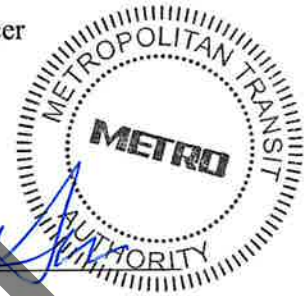
George Fotinos (Dec 17, 2025 11:29:15 CST)

George Fotinos

Chief Financial Officer

Attest:


Assistant Secretary



DRAFT

EXHIBIT 1

PROJECT DESCRIPTION

AND BUDGET

HUD CPF Funding

Project Description: Midtown Redevelopment Authority has a mission to improve housing affordability within Midtown and Houston's Third Ward. This initiative was designed to address concerns pertaining to gentrification in adjacent historic neighborhoods potentially displacing residents. This was in part due to the redevelopment of the Midtown Zone and the City's urban core having a limited inventory of available, economically reasonable land that can be used to develop affordable housing. This design work will ultimately allow for affordable housing project development to allow for single-family homes to be sold to future occupants at a lower cost, to provide high-quality, affordable housing for residents of the area. The infrastructure design and engineering activities will include the following activities:

- Site selection and opportunity analysis
- Evaluation of transportation systems
- Evaluation of public utilities and stormwater
- Recommendations for improvement
- Preliminary engineering and design of improvements related to roads, sidewalks, public utilities, and stormwater improvements.

* The location and future construction scope of work will be defined through this initial effort. This activity will not directly lead to construction.

Project Budget:

Planning Service (100%)

Total	\$250,000
HUD	\$250,000
Local	\$0

EXHIBIT 2

HUD CERTIFICATIONS & ASSURANCES

Grantee shall comply with the Act specified in Section III of this agreement, the OMB Circulars and regulations specified in the grant agreement; and with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Grantee under this agreement including, but not limited to the laws and regulations promulgated thereunder specified in this Exhibit.

I. Nondiscrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §§2000d *et seq.*); 24 C.F.R. Part 1, “Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964”;

Title VIII of the Civil Rights Act of 1968, “The Fair Housing Act of 1968” (42 U.S.C. §§3601 *et seq.*) and implementing regulations;

Executive Order 11063, as amended by Executive Orders 12249, 12892, and 24 C.F.R. Part 107, “Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063”. The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 of 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. Part 107, §60.

The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§6101 *et seq.*) and implementing regulations at 24 C.F.R. Part 146;

The prohibitions against discrimination against otherwise qualified individuals with handicaps under §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 C.F.R. Part 8. For purposes of the Emergency Shelter Grants Program, the term “dwelling units” in 24 C.F.R. Part 8 shall include sleeping accommodations;

The affirmative action requirements of Executive Order 11246, as amended, and the regulations issued under the Order at 41 C.F.R. Chapter 60; and

Executive Orders 11625, 12138, and 12432, as amended. Contractor shall make efforts to encourage the use of minority and women's business enterprise in connection with activities funded under this contract.

II. Employment Opportunities

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u).

III. Uniform Federal Accessibility Standards

For major rehabilitation or conversion, the Uniform Federal Accessibility standards at 24 C.F.R. Part 40.

IV. Lead-Based Paint

The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821- 4856) and implementing regulations at 24 C.F.R. Part 35. In addition, Contractor must also meet the following requirements relating to inspection and abatement of defective lead-based paint surfaces:

1. Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation, or conversion activity under 24 C.F.R. Part 576; and,
2. Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

V. Use of Debarred, Suspended, or Ineligible Contractors

The provisions of 24 C.F.R. Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any Contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

VI. Flood Insurance

No site proposed on which renovation, major rehabilitation, or conversion of a building is to be assisted under 24 C.F.R. Part 576, other than by grant amounts allocated to States under §576.43, may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless:

1. The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 C.F.R. Parts 59 through 79) or (ii) less than a year has passed since FEMA notification regarding such hazards; and
2. Contractor will ensure that flood insurance on the structure is obtained in compliance with §102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. §§4001 *et seq.*).

VII. Environmental Review

Activities must comply with environmental review requirements found at 24 C.F.R. Part 58.

EXHIBIT 3
PROJECT MILESTONES

The estimated milestone schedule is shown below. This schedule may be updated as grant award and project implementation occurs.

Activity	Date
Release Request For Qualifications (RFQ)	03/1/2026
Execute Contract	6/1/2026
Complete Planning and Design Effort	5/30/2027

Grantees are required to file quarterly reports. For each quarterly report for each program, Midtown Redevelopment Authority should report the following status for each activity listed above:

- Completion date
- Revised estimated completion date if activity is not completed during the quarter
- Significant accomplishments during the quarter
- Accomplishments planned for the following quarter
- Potential problems identified during the quarter and corrective action plan
- Modifications in excess of \$100,000 issued to third party contracts related to this contract
- Identification of receipt of any program-related claims

A RESOLUTION

AUTHORIZING THE INTERIM PRESIDENT & CEO TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE MIDTOWN REDEVELOPMENT AUTHORITY FOR COMMUNITY PROJECT FUNDING THROUGH THE U.S. DEPARTMENT OF HOUSING AND UBRAN DEVELOPMENT FOR DESIGN AND ENGINEERING COSTS, AND MAKING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (“METRO”) and Midtown Redevelopment Authority (“MRA”) received an Economic Development Initiative, Community Project Funding grant designation from the late Congresswoman Sheila Jackson Lee, in the amount of five hundred thousand dollars (\$500,000.00) through the U.S. Department of Housing and Urban Development (the “Grant”) for design and engineering costs for transit mobility and affordable housing for Houston residents; and

WHEREAS, METRO is the designated grant recipient and Midtown Redevelopment (“MRA”) is the subrecipient, of which the Grant will be split equally; and

WHEREAS, MRA will use the grant for design and engineering costs for affordable housing project development; and

WHEREAS, METRO will use the grant for design and engineering costs to support the planning/final design and engineering associated with the reconstruction of the Northline Transit Center. METRO will procure a third-party professional services firm through a competitive process; and

WHEREAS, in light of the foregoing, management recommends that METRO enter into an interlocal agreement with MRA for design and engineering costs for affordable housing, not-to-exceed \$250,000; and

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Board of Directors hereby authorizes the Interim President & CEO to accept the Economic Development Initiative Community Project Grant in the amount of \$500,000 and split such grant funds equally with Midtown Redevelopment Authority for design and engineering costs associated with transit mobility and affordable housing.

Section 2. The Board of Directors hereby authorizes the Interim President & CEO to negotiate and execute an interlocal agreement with Midtown Redevelopment Authority for design and engineering costs for affordable housing, not-to-exceed \$250,000.

Section 3. The Board of Directors hereby directs staff to earmark the Grant funds, in the amount of \$250,000 for design and engineering costs associated with reconstruction of the Northline Transit Center.

Section 4. This Resolution is effective immediately upon passage.

DRAFT

I hereby certify that the above resolution is accurate in describing the action herein of the Board of Directors on the date below.


April Greenhouse (Oct 28, 2025 14:45:32 CDT)

April Greenhouse
Deputy General Counsel

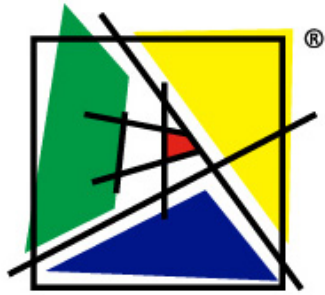
PASSED this 23rd day of October, 2025
APPROVED this 23rd day of October, 2025

ATTEST:


Jessica Gonzalez
Assistant Secretary




Elizabeth Gonzalez Brock
Chair



midtown
H O U S T O N

THE GOODMAN GROUP

AGENDA ITEM	Grant Planning Services Work Order Amendment - The Goodman Corporation
REQUEST	Authorize the execution of work order amendment by the appropriate officers of the Authority in an amount not to exceed \$161,000.00 as part of existing professional services agreement with The Goodman Corporation (TGC) to provide grant planning services including identification and funding pursuit.
ITEM HISTORY	March 2025: MRA Board approved work order with The Goodman Corporation for grant funding identification and pursuit.
DESCRIPTION	<p>Authority Staff requests authorization of \$161,000.00 of the budget allocated for Project & Program Consultants to enter into an agreement for identification and pursuit of grant funding opportunities.</p> <p>TGC has assisted Midtown Redevelopment Authority (MRA), working in partnership, with Midtown Management District (MMD) for the leverage of discretionary funding for a variety of projects within Midtown. Recent successes include the allocation of nearly \$80M to support the NHHIP Caroline Cap and Midtown Bridge improvements, over \$4M for the reconstruction of Alabama, and \$179,000 in Council District D Service Funds for improvements along Caroline Street.</p> <p>This amendment to an existing work order will authorize TGC to continue identifying funding opportunities and developing grant applications on Midtown's behalf.</p> <p>TGC will actively monitor, review, and synthesize Notices of Funding Opportunity (NOFO) from a variety of regional, state, and federal agencies related to funding programs which MRA may be interested in pursuing. Upon concurrence from MRA, TGC will develop grant applications and related materials for funding pursuit.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

ATTACHMENT B
Form of Work Order
WORK ORDER 4C

This Work Order 4C (this “Work Order”) is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant date as of March 31, 2022 (the “PSA”).

Work Order Date: 4/01/2026

Consultant: The Goodman Corporation

Type of Compensation: Lump Sum

Compensation: \$161,000.00

Location of Services: Houston, TX

Description of Services: Funding Identification and Pursuit

Schedule Requirements: Commencement of Services: 4/01/2026

Completion of Services: 3/31/2027

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Matt Thibodeaux, Executive Director

Date: _____

Consultant:

THE GOODMAN CORPOORATOIN

By: _____

Jim Webb, CEO

Date: _____

Midtown Redevelopment Authority Funding Identification and Pursuit - Amendment

April 2026

TGC has assisted the Redevelopment Authority (RDA), working in partnership, with the Management District (MD) for the leverage of discretionary funding for a variety of projects within Midtown. Recent successes include the allocation of nearly \$80M to support the Caroline Cap and Midtown Bridge improvements, over \$4M for the reconstruction of Alabama, and \$179,000 in Council District D Service Funds for improvements along Caroline Street. This amendment to our existing work authorization will replenish TGC's fund balance to continue identifying funding opportunities and developing applications on Midtown's behalf.

Task 1 – Monitor and Present Funding Opportunities

Description:

TGC will actively monitor, review, and synthesize Notices of Funding Opportunity (NOFO) from a variety of regional, state, and federal agencies related to funding programs which the RDA may be interested in pursuing.

Entities and opportunities that TGC will monitor include, but are not limited to:

- Congressionally directed funding opportunities
- Economic Development Administration
- Environmental Protection Agency
- Federal Emergency Management Administration
- Federal Highway Administration, Federal Transit Administration
- General Land Office
- Houston-Galveston Area Council
- National Not for Profits
- Texas Department of Emergency Management
- Texas Department of Transportation
- Texas Parks and Wildlife Department
- Texas Water Development Board

TGC will coordinate with the RDA staff, board, committees, and consultants on projects, project development, and activities on a monthly basis or as appropriate to remain engaged on projects and initiatives. This may range from approximately one to three meetings a month, depending on activity and necessity. TGC will discuss projects, goals, objectives, and other pertinent items with federal, state, regional, and local officials and partners towards funding pursuit as necessary as appropriate.

TGC will discuss the applicability and relevancy of opportunities with the RDA, staff, and various committees as appropriate. Action on individual opportunities will occur via Task 2.

Task 2 – Pursuit of Funding

Description:

Upon concurrence from the RDA, TGC will develop grant applications and related materials inclusive of project narrative documentation, benefits documentation and related appendices, support documentation (and related coordination), technical reports and related graphics and production support. The cost of each effort will be discussed and agreed upon by the RDA’s designee(s) on the individual level of effort. Generally, the cost for a grant application can range anywhere between \$10,000 and \$60,000 depending on the requirements and level of effort (narrative, benefit cost analysis, environmental documentation, schematic development, cost estimates, etc.)

The resources made available in this task are those that are initially authorized and may be increased or otherwise adjusted upon in the future.

Project Budget

Task 1 progress payments will be provided monthly per the table below. Task 2 progress payments will be made based on the cost of each individual pursuit of funding effort, as agreed upon prior. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

Task	Description	Additional Budget
1	Monitor and Present Funding Opportunities (\$3,000 monthly)	\$36,000
2	Pursuit of Funding	\$125,000
Total Authorized		\$161,000

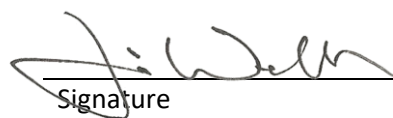
Accepted for the Midtown Redevelopment Authority

Signature Date

Allen Douglas, Board Chair

Print

Accepted for The Goodman Corporation

 March 31, 2026

Signature Date

Jim Webb, AICP

Print

PROFESSIONAL SERVICES AGREEMENT

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

The Parties agree as follows:

ARTICLE 1

SCOPE OF SERVICES

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

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

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

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

ARTICLE 2

TERM OF AGREEMENT

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

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

ARTICLE 3

COMPENSATION AND PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

ACCESS TO SITES; PERMITS; AVAILABILITY OF FUNDING

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

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

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

ARTICLE 5

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6

AUDIT RIGHTS

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

ARTICLE 7

OWNERSHIP OF INSTRUMENTS OF SERVICE AND TECHNOLOGY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 9

CORRECTION OF SERVICES

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

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

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

ARTICLE 10

INDEMNIFICATION BY CONSULTANT

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

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

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

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

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

ARTICLE 11

LIMITATION OF LIABILITY

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

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

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

ARTICLE 12

INSURANCE

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

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

ARTICLE 13

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

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

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

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

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

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

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

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

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

ARTICLE 14

ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 15

CONSULTANT REPRESENTATIVE/CONSULTANT TEAM

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

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

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

ARTICLE 16

SEVERABILITY AND REFORMATION

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

ARTICLE 17

CONSTRUCTION

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

ARTICLE 18

ENTIRE AGREEMENT

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

ARTICLE 19

NO THIRD PARTY BENEFICIARY

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

ARTICLE 20

GOVERNING LAW

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

ARTICLE 21

COMPLIANCE WITH STATE LAWS

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

21.2. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "**SB 19**"), Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any:

- (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code, as amended, does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Consultant and exists to make a profit.

21.3. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in

the 87th Texas Legislative Session), Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code, as amended, does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Consultant and exists to make a profit.

21.4. For purposes of compliance with Section 2271.002, Texas Government Code, as amended, Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

ARTICLE 22

DISPUTE RESOLUTION; VENUE; JURISDICTION

22.1. In the event of any claim, dispute or controversy arising out of or relating to the implementation of or performance of this Agreement or any Work Order (whether such claim, dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of tort, contract, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, for damages or any other relief) (all of which are referred to herein as “**Disputes**”) which Midtown and Consultant have been unable to resolve within thirty (30) days after such Dispute arises, a senior representative of Consultant shall meet with the Executive Director of Midtown at a mutually agreed upon time and place not later

than forty-five (45) days after such Dispute arises to attempt to resolve such Dispute. In the event such representatives are unable to resolve any such Dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such Dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Houston, Texas. The mediation requirement in this section shall not operate to prevent Midtown from filing a lawsuit and/or claim in the event that Midtown reasonably believes such lawsuit and/or claim is necessary to protect its rights in any respect, including but not limited to preserving limitations or preventing irreparable harm to its interests.

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

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

ARTICLE 23

RIGHTS AND REMEDIES

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

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

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

ARTICLE 24

NOTICE

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

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

If to Consultant: The Goodman Corporation
3200 Travis Street Ste 200
Houston, Texas _____
Attention: Jim Webb

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

ARTICLE 25

COUNTERPARTS

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

[Signature page follows]

DRAFT

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

Consultant:

THE GOODMAN CORPORATION

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Jim Webb, CEO
Printed Name and Title

Date: 2/11/2022

By: _____

Printed Name and Title

Date: _____

DRAFT

ATTACHMENT A

Compensation terms for Services:

A.1. COMPENSATION BASED ON COST

(a) PERSONNEL COSTS

**FOR SERVICES
ON TIME AND MATERIALS BASIS**

<u>Staff Category</u>	<u>Hourly Rate (Regular Time)</u>	<u>Hourly Rate (Overtime)</u>
.....	\$ _____	\$ _____
.....	\$ _____	\$ _____
.....	\$ _____	\$ _____
.....	\$ _____	\$ _____

(b) ALL OTHER EXPENSES

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

1. Subject to Midtown’s approval, actual and reasonable travel and subsistence expenses for out-of-town travel in the discharge of duties in connection with the Services, provided that the daily travel rates shall not exceed those set forth above. Consultant shall use commercially reasonable efforts to obtain the lowest available cost for such travel and expenses, including but not limited to coach class air travel. For travel solely by automobile, mileage will be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel for business miles.
2. Costs of postage including the cost of air express mail and delivery services directly required by the Services.
3. Fees paid on behalf of Midtown for securing approvals of governmental authorities having jurisdiction over a project, if directly required by the Services.
4. Costs of additional insurance coverage or limits, including professional liability insurance, when requested by Midtown in amounts in excess of the requirements of Attachment D of this Agreement.
5. An estimate of Consultant’s reimbursable expenses will be set forth in each Work Order; provided, however, that Consultant shall provide notice to Midtown when the

total of its reimbursable expenses are 75% of such estimate for each project along with a revised estimate of the total reimbursable expenses for the Work Order and each project included therein.

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

1. Costs of all transportation and subsistence expenses within (i) the metropolitan area of the Consultant and its contractors, subcontractors and subconsultants of any tier, and (ii) the metropolitan area of any project.
2. All local postage.
3. All telephone communications, internet services, e-mail transmissions, and facsimile transmissions.
4. All photocopying required either in support of the Services or to communicate with contractor, Midtown, and all other consultants and sub-consultants to Midtown or the Consultant of any tier.
5. Costs of all materials, photographic production, computer time, data processing and similar expenses incurred in support of the Services.
6. Any other costs in excess of the fees paid by Midtown unless approved in advance and in writing by Midtown.

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

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

[End of Attachment A]

ATTACHMENT B

Form of Work Order

WORK ORDER NO. _____

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

Work Order Date: _____

Consultant: The Goodman Corporation.

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

Compensation: \$135,000

Location of Services: Houston, TX

Description of Services: Development of six (6) safety-oriented projects.

Schedule Requirements: Commencement of Services: _____

Completion of Services: _____

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

THE GOODMAN CORPORATION

By:  _____

Jim Webb, CEO

Printed Name and Title

Date: 3/29/2022

[End of Attachment B]

ATTACHMENT C

Federal Transit Administration Required Clauses and Related Provisions

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

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

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

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

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

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

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

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

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

6. ENERGY CONSERVATION

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

7. CLEAN WATER

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

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

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

10. LOBBYING

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

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

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

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

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

12. FEDERAL CHANGES

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

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

14. CLEAN AIR

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

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

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

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

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

21. TERMINATION

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

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

24. **CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

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

iii. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Respondent/Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

25. **BREACHES AND DISPUTE RESOLUTION**

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

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

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

28. **DISADVANTAGED BUSINESS ENTERPRISES**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 12.5%. A separate contract goal has not been established.

b. The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Respondent/Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.

c. Respondents are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53 (**See Respondent/Contractor Pre-Award Certifications**). Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:

i. The names and addresses of subcontractors that will participate in the contract;

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

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

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

32. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

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

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

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

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

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

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RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS

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

Respondent/Contractor's Initials: _____

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

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

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

LOBBYING CERTIFICATION FORM

To be completed by the prime contractor and all subcontractors.

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

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

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

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

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

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR _____

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SUSPENSION AND DEBARMENT CERTIFICATION FORM

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

PRIMARY COVERED TRANSACTIONS

To be completed by the prime contractor and all subcontractors.

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

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

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

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

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

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/CONTRACTOR _____

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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RESPONDENT/CONTRACTOR CERTIFICATION

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

RESPONDENT/CONTRACTOR: _____

PROJECT NAME: _____

ETHNIC CODES

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

GENDER CODES

- A Male B Female C Choose Not to Disclose

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

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

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

SIGNATURE

DATE

DBE SUBCONTRACTOR CERTIFICATION

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

- 1. TO: (Respondent/Contractor): _____
- 2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.
- 3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) _____
_____ and at the following price \$ _____ and/or _____ % of the total contract amount (should be the same \$ or % found on **RESPONDENT/CONTRACTOR CERTIFICATION**).

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

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

DATE: _____ DBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DATE: _____ RESPONDENT/
CONTRACTOR _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

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

DRAFT

CONTRACTOR PAYMENT REPORT FORM

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

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

[End of Attachment C]

ATTACHMENT D

Insurance

(a) **Kinds of Claims:**

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

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

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

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
C. Professional Liability	\$4,000,000 each occurrence & \$6,000,000 aggregate on a claims made basis covering errors and omissions of Consultant and its contractors, subcontractors and subconsultants
D. Business Automobile Liability including All Owned, Hired and Non-owned Automobiles.	\$1,000,000 Combined Single Limit Per Occurrence
E. Umbrella Liability	\$4,000,000 Per Occurrence \$4,000,000 Aggregate Bodily Injury and Property Damage

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

(c) **Additional Requirements**

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

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

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

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

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

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

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

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

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

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

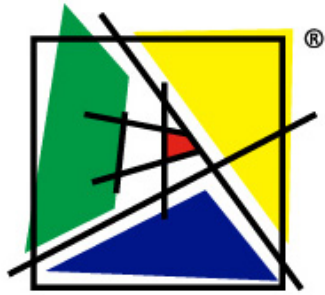
(10) If Consultant fails to procure or to maintain in force the insurance required by Article 12 and this Attachment D, Midtown may secure such insurance and the costs thereof shall be borne by Consultant. Consultant shall reimburse Midtown the cost of such insurance plus five percent (5%) administrative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

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

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

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

[End of Attachment D]



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H O U S T O N

FIFA WORLD CUP MOU

AGENDA ITEM	FIFA World Cup 2026 Memorandum of Understanding (MOU)
REQUEST	Authorize the execution of Memorandum of Understanding (MOU) by the appropriate officers of the Authority to confirm partnership between the FIFA World Cup 26™ Houston Host Committee and Midtown Redevelopment Authority to collaborate in support of the Green Corridor Project.
ITEM HISTORY	Ongoing discussions with FIFA World Cup 26™ Houston Sustainability Committee to include Midtown as World Cup Green Corridor project showcase site for sustainability demonstration of innovation and nature-based resilience.
DESCRIPTION	<p>Authority Staff requests authorization to execute Memorandum of Understanding (MOU) for partnership between the FIFA World Cup 26™ Houston Host Committee and Midtown Redevelopment Authority to collaborate in support of the Green Corridor Project. The Green Corridor initiatives center on enhancing visitor experience by connecting key World Cup 2026 venues and demonstrating Houston’s resilience and innovation.</p> <p>The following commitments represent the responsibilities and contributions each party agrees to fulfill as part of this collaboration:</p> <p>FIFA World Cup 26™ Houston Host Committee:</p> <ul style="list-style-type: none"> • Collaborate with Metro and Trees for Houston on improvements to Wheeler Station pedestrian corridors, including tree planting, native planting, and fence art. • Highlight select Midtown innovation and resilience sites in the digital Story Map of the Green Corridor • Provide at least three educational signs that provide information on Midtown’s rain gardens and resilience and innovation improvements. • Provide temporary sidewalk decals to support wayfinding • Provide funding for up to 15 Houston ISD school art projects with a representative from Midtown Management District serving on the review committee to select from those projects at least three art pieces that can be displayed in Midtown. • Fund a solar mantle demonstration at Midtown Park. • Donate up to 80 trees to support cool pedestrian corridors around McGowen Station and Ensemble/HCC Station. • Provide mobile water station, drinking fountain, and bike repair station <p>Midtown Redevelopment Authority / Midtown Management District:</p> <ul style="list-style-type: none"> • Provide a representative to serve on the student art review committee and identify sites for art installations. • Plant donated trees at agreed sites. • Install mobile water station, drinking fountain, and bike repair station • Maintain trees planted as part of the initiative, as well as other installed improvements including art, signage, and innovations.
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

HOST COMMITTEE LETTERHEAD

Date

Organization Name

Address

City, State ZIP

Dear _____,

The purpose of this letter is to confirm the shared commitment between the FIFA World Cup 2026 Houston Host Committee and Midtown Redevelopment Authority / Midtown Management District to collaborate in support of a successful and impactful partnership. Both parties recognize the importance of coordinated efforts, clear communication, and mutual accountability to advance the goals of the Host Committee's initiatives.

Through this partnership, the Host Committee and the Midtown Redevelopment Authority / Midtown Management District agree to work together in good faith, uphold the standards and values of each organization, and contribute resources, expertise, and time that align with the objectives outlined below.

Project Details

Project Name / Initiative: Green Corridor— Sustainable Transit, Resilience, & Innovation

Key Objectives: The Green Corridor initiatives center on enhancing visitor experience and demonstrating the city's resilience:

- Connect key World Cup 2026 venues—from the Fan Festival in EaDo to NRG Park—via multimodal transportation with accessible routes and wayfinding and promoting a safe and positive experience for residents and visitors.
- Showcase Houston's leadership in resilience and innovation, while creating a legacy for residents through cooler, more connected public spaces and demonstrations of heat and flood mitigation.
- Foster environmental awareness and learning opportunities around Houston's unique natural ecosystems and innovation.

Partnership Commitments

The following commitments represent the responsibilities and contributions each party agrees to fulfill as part of this collaboration.

FIFA World Cup 2026 Houston Host Committee:

- Collaborate with Metro and Trees for Houston on improvements to Wheeler Station pedestrian corridors, including tree planting, native planting, and fence art.
- Highlight select Midtown innovation and resilience sites in the digital Story Map of the Green Corridor to bring awareness to visitors and residents about Midtown assets.
- Provide at least three educational signs, aligned to Midtown Redevelopment Authority / Midtown Management District design standards and integrating student art where feasible, that provide information on Midtown's rain gardens and resilience and innovation improvements.
- Provide temporary sidewalk decals to support wayfinding and connect demonstration sites to the digital green corridor map.
- Provide funding to up to 15 Houston ISD school art projects with a representative from Midtown Management District serving on the review committee to select from those projects at least three art pieces that can be displayed in Midtown.
- Fund a solar mantle demonstration at a site mutually agreed in Midtown.
- Donate up to 80 trees in a combination of 100-gallon / 65-gallon / 15-gallon, with Trees for Houston and other partners, to support cool pedestrian corridors around McGowen Station and Ensemble/HCC Station.
- Provide a mobile water station, drinking fountain, and bike repair station, to be mutually agreed.

Partner Commitments - Midtown Redevelopment Authority / Midtown Management District:

- Provide a representative to serve on the student art review committee and identify sites for art installations.
- Plant donated trees at agreed sites.
- Install mobile water station, drinking fountain, and bike repair station at agreed sites.
- Maintain trees planted as part of the initiative, as well as other installed improvements including art, signage, and innovations.

Term of Commitment

This commitment will remain in effect until _____, unless modified or terminated in writing by mutual agreement.

Acknowledgment & Signatures

By signing below, both parties affirm their commitment to this partnership and agree to uphold the responsibilities outlined in this letter.

FIFA World Cup 26^ξ Houston Host Committee:

Name: _____

Title: _____

Signature: _____

Date: _____

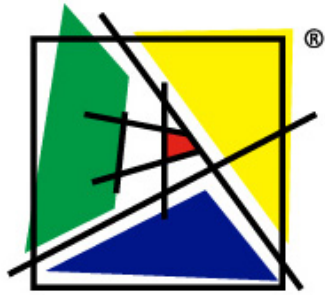
Name: _____

Title: _____

Signature: _____

Date: _____

DRAFT



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H O U S T O N

**FIFA WORLD CUP
MAIN STREET**

AGENDA ITEM	FIFA World Cup - COH Main Street Blight Mitigation
REQUEST	Authorize the execution of agreements by appropriate officers of the Authority to support the City of Houston (COH) Blight Mitigation Initiative for FIFA World Cup.
ITEM HISTORY	Ongoing discussions with City of Houston (Mayor’s Office of Economic Development and Houston Public Works) regarding City of Houston (COH) Blight Mitigation Initiative in preparation of FIFA World Cup.
DESCRIPTION	<p>Authority Staff requests authorization of up to \$200,000.00 of the budget allocated for Municipal Services - Supplemental to enter into necessary agreements for implementation of COH Blight Mitigation Initiative including the installation of murals and the demolition of buildings along Main Street in Midtown.</p> <p>The initiative is designed to address unsafe, deteriorated, or abandoned structures that pose a public nuisance or safety hazard. The two primary mitigation options are:</p> <ul style="list-style-type: none"> • Voluntary Demolition: For structures that are structurally unsound or fire-damaged, the City provides a streamlined process for demolition. • Artistic Mural Installation: For properties not yet ready for demolition, artistic murals will be installed for immediate visual improvement. <p>The authorized funds will be utilized at the following Midtown properties:</p> <ul style="list-style-type: none"> - 2201 Main Street – mural installation - 2401 Main Street – mural installation - 4125 Main Street – voluntary demolition
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

- SITE 1 -

THE GATE / CORE ORIGIN

2201 Main Street at Webster — El Expresso Bus Station

Entry Landmark | 3,911 sq ft / 365 m²



SITE 1 – Actual Images

CONCEPT

- Site 1 - is designed as the primary visual gateway into Midtown, creating an immediate and powerful impact at the highly visible intersection of Main Street and Webster — the entry point leading toward the transit hub.

The intervention is conceived as a triptych composition across three connected walls, forming a unified visual statement that blends identity, emotion, and urban energy. The visual language draws directly from the artist's 2013 Midtown mural — reinterpreting and exploding that original composition through a contemporary Graffuturism lens.

Wall 1 — Corner: Anamorphic Heart (Landmark)

A large-scale anamorphic heart positioned at the corner of Main & Webster, built using the Midtown color palette with a faceted, prismatic Diamonds Effect structure. Visible from multiple angles — pedestrian, vehicle, and tramway.

Narrative: "You carry Houston in your heart" — an emotional anchor and strong social media moment.



Mock-up SITE 1– non-contractual image

Wall 2 — Frontal: H-TOWN (Urban Identity)

A monumental typographic composition facing the tramway. The word H-TOWN rendered in neon / PVC tube aesthetic, integrated into a geometric explosive background referencing Houston's Space City identity — elements appearing to burst outward from the architectural surface.



Mock-up SITE 1– non-contractual image

Wall 3 — Side: Hibiscus (Cultural Signature)

A large hibiscus composition referencing Houston's tropical climate and Midtown identity. Warm color palette, cubist / faceted geometry, and luminous gradients. The hibiscus — Houston's emblematic flower — connects the composition to the Green Corridor's ecological vision.



Mock-up SITE1 – non-contractual image

>> VISUAL LANGUAGE

- Graffuturism geometry — angular planes, prismatic faceting
- Diamonds Effect — signature chrome and fluorescent color system
- Radial explosion compositions — cosmic energy emerging from architecture
- Color palette: Midtown colors (yellow, pink, violet) + chrome + fluorescent accents
- UV solar lighting for nighttime activation

COLOR PALETTE — SITE 1

Primary	Midtown Yellow #F5C518, Midtown Pink #E91E8C, Midtown Violet #7B2D8B
Secondary	Chrome Silver, Fluorescent Orange, Fluorescent Green
Accent	Purple Black #05000B, UV-reactive Fluorescent White
Night mode	UV-activated fluorescent accents reveal secondary composition

TECHNICAL SPECIFICATIONS — SITE 1

Surfaces	3 walls: 80.5×17.5 ft + 110×17.5 ft + 33×17.5 ft = 3,911 sq ft
Materials	Spray paint, fluorescent pigments, PVC neon tubes (H-TOWN)
Lighting	UV solar spotlights mounted top-mounted, downward-facing
Finish	Mural Shield clear coat protective layer
Special technique	Anamorphic perspective mapping on corner junction

>> NIGHT VISION



Mock-up SITE 1– non-contractual image

- SITE 2 -

THE FLOW / URBAN ENERGY

2401 Main Street at McIlhenny — Ensemble Theater District

Immersive Kinetic Experience | 2,677 sq ft / 250 m²



SITE 2 – Actual Images

CONCEPT

Located at a major tramway station directly facing the Ensemble Theater — one of Houston's most historic African American cultural institutions, founded by George Hawkins in 1976 — this site focuses on movement, rhythm, and human connection.

The design materializes the spirit of the Ensemble Theater's founding philosophy and translates Midtown's core message into a visual language:

"Ensemble : Art is for Everyone" — George Hawkins

"We Are All / We Are One" — Midtown Houston

Wall 1 — Ensemble Theater Facing Wall

A large-scale composition featuring:

- A central female figure with African American features — a tribute to the women who have built Houston's cultural legacy — upper face painted in vibrant color, representing creative vision and artistic expression
- Sacred geometry symbols: spiral (evolution, cosmic energy, Kundalini), cube (stability, structure, earth), triangle (direction, elevation, Trinity), sphere (unity, cosmos, perfection) — translated into graphic language
- The word TOGETHER (ENSEMBLE) rendered in UV-reactive reflective paint — invisible in daylight, revealed at night under specific lighting — creating a dual-reading artwork

- Warm color palette (red, orange, yellow) interspersed with black geometric forms for elegance and contrast
- Augmented Reality experience: QR code integrated into the mural activates an animated digital version of the artwork on mobile



SITE 2 – Design Rendering

Wall 2 — Tramway Station Facing Wall

A kinetic visual mural designed to be read in motion from the tramway:

- Large peony flower fragment — referencing the Green Corridor's ecological vision and floral identity
- Undulating wave forms in warm tones — symbolizing journey, cultural rhythm, and the flow of life
- Neon laser-style vertical rectangles — signifying societal progress and upward movement
- Geometric prisms with diamond reflections — precision and preciousness of human values



SITE 2 – Design Rendering

COLOR PALETTE — SITE 2

Primary warm	Red #CC1100, Orange #FF6600, Yellow #FFD700
Secondary	Deep Black #111111, Chrome White
Accent fluo	Fluorescent Magenta, Fluorescent Yellow-Green
Night / UV reveal	TOGETHER in UV-reactive reflective paint — invisible by day

TECHNICAL SPECIFICATIONS — SITE 2

Surfaces	2 walls: 64×17.5 ft + 89×27 ft = 2,677 sq ft
Materials	Spray paint, fluorescent pigments
Lighting	UV solar spotlights — nighttime TOGETHER reveal
Innovation	UV-reactive reflective spray paint, fluorescent pigments
AR Experience	QR code embedded in mural activates animated mural on mobile
Finish	Mural Shield clear coat

>> DAY VISION



Mock-up SITE 2 – non-contractual image

>> NIGHT VISION

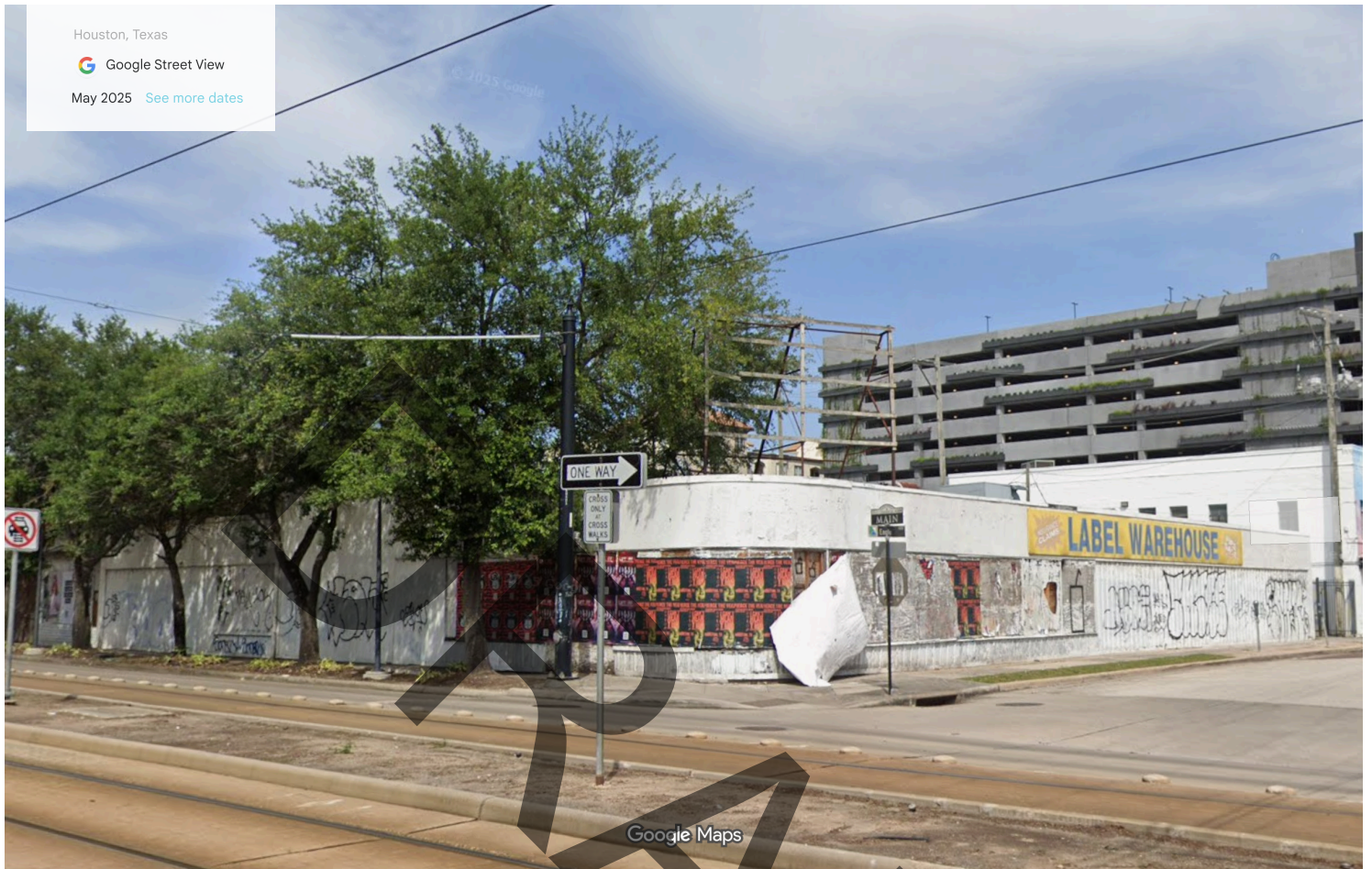


Mock-up SITE 2 – non-contractual image

Houston, Texas

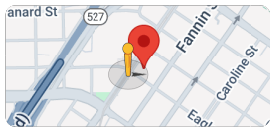
Google Street View

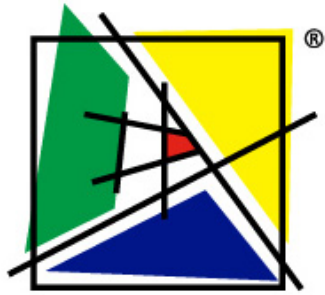
May 2025 [See more dates](#)



Google Maps

Image capture: May 2025 © 2025 Google





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PLANTING IMPROVEMENTS

AGENDA ITEM	Midtown Planting Improvements – Change Order
REQUEST	Authorize the execution of Change Order by the appropriate officers of the Authority in an amount not to exceed \$150,000.00 for improvements to Midtown Park.
ITEM HISTORY	January 2026: Midtown Redevelopment Authority Board awards contract for Midtown Planting Improvements – Phase 1 to Landscape Art in amount of \$1,013,340.72 as part of overall project construction budget authorization of \$1,114,674.80 (includes 10% contingency). The project includes landscape replacement at Midtown Park, Bagby Park, and Bagby Street streetscape (St Joseph Parkway to Tuam Street).
DESCRIPTION	<p>Authority Staff requests authorization of amount not-to-exceed \$150,000.00 of the budget allocated for T-0207 – Operating of Zone & Project Facilities for change order to amend construction contract for additional landscape improvements at Midtown Park.</p> <p>Additional improvements include decomposed granite, native plantings, sod, and site furniture. The installation of some items (trees, mobile water station, drinking fountain, bike repair station) provided by FIFA World Cup Host Committee is also included in the scope of work.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development