



midtown
H O U S T O N

**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
November 4, 2021**



**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 special** meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on **Thursday, December 9, 2021, at 12:30 P.M.** at the offices of Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, Texas 77002 and via WebEx at the following link:

<https://bracewell.webex.com/bracewell/j.php?MTID=m253ba0e40764a27e5ade65446d29674c>

or dial US Toll Free 1-855-282-6330, and when prompted enter Access Code 259 940 35363#.

A quorum of the Board of Directors will be physically present at the meeting location. This meeting will be conducted in person and by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code. The meeting location will be open to the public during open portions of the meeting.

The public will be permitted to offer comments as provided on the agenda and as permitted by the presiding officer during the meeting. During a public comment period, any person may address the Board of Directors in person or via WebEx at the following link:

<https://bracewell.webex.com/bracewell/j.php?MTID=m253ba0e40764a27e5ade65446d29674c>

Or join by phone +1-855-282-6330, and when prompted enter Toll Free Access code: 259 940 35363#.

For an electronic copy of agenda documents, please refer to the following link:

[https://midtownhouston.com/affiliated-organizations/mra/board/.](https://midtownhouston.com/affiliated-organizations/mra/board/)

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 and Introduction of Guests.
2. Public Comment.

3. Consent Agenda for the Midtown Reinvestment Zone:
 - a. Minutes for November 4, 2021.
4. Consent Agenda for the Authority:
 - a. Minutes for November 4, 2021;
 - b. Monthly financial reports for October 31, 2021;
 - c. Invoices from Trustee and Operating Accounts for November 30, 2021
5. 402 and 410 Pierce Buildings
 - a. Lease Termination Agreement
6. Midtown Affordable Housing Program:
 - a. Affordable Housing Operations Campus;
 - i. Change Orders;
 - b. Ratify submission of preliminary applications for participation in the City of Houston Affordable Housing Development Program
 - c. Option Agreements with developers for projects being considered for participation in the City of Houston Affordable Housing Development Program
 - d. Recommendation relating to sale of land to CR Design Build LLC for development of single-family affordable housing
 - e. Recommendation relating to sale of land to Henby Realty Group LLC for development of single-family affordable housing
 - f. Recommendation relating to sale of land to Lin Development Group, LLC for development of single-family affordable housing
 - g. Affordable Housing Development Update.
7. Midtown Capital Improvements Program:
 - a. Architectural and Engineering Services
 - b. Parks and Greenspace - Walter P Moore / Design Workshop
 - i. Baldwin Park
 - ii. Midtown Park Front 90 Plaza Improvements
 1. Construction Contract
 - c. Caroline Street Reconstruction – ESPA Corp/KCI
 - i. Change Orders
8. With respect to the foregoing agenda items, the Authority may conduct an executive session with regard 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).

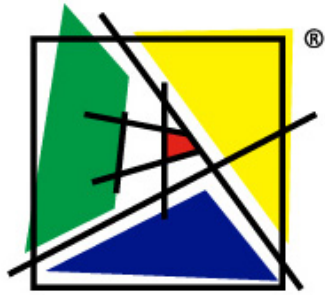
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

9. Adjourn.



Matt Thibodeaux

Executive Director MT/ks



midtown
H O U S T O N

CONSENT AGENDA

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

November 4, 2021

A regular meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held at the offices of Bracewell, LLP, 711 Louisiana, Suite 2300, Houston, Tx. 77002, and via video and telephonic conferencing on Thursday, November 4, 2021, 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	Abe Goren
2	Donald Bond	7	Caton M. Fenz
3	Vacant	8	John Thomas
4	Michael Murphy	9	Zoe Middleton
5	Al Odom		

Directors Odom, Bond, Murphy, Fenz and Middleton were physically present; Directors Goren and Foster were present via WebEx and Director Thomas was absent.

Barron F. Wallace of Bracewell LLP was also physically present at the meeting.

In attendance via video and telephonic conferencing were Midtown Staff members: Matt Thibodeaux, Vernon Williams, Kandi Schramm, Todd Edwards, David Thomas, Theresa Gilmore, Marlon Marshall, Jaime Giraldo, Madeline Pena and Cynthia Alvarado; Peggy Foreman of Burney & Foreman; Algenita Davis, Robert Bradford, Jordon Everett and Angie Gomez of CCPPI; Roberta Burroughs of Burroughs and Associates; Peter Freedman and Kirk Craig of Agape Homes CDC; Vanessa Cole of Cole Klein Builders; Rachel Ray and Edwin Friedrichs of Walter P. Moore; Zack Martin of MCMD, Jennifer Curley of the City of Houston; Tim Buscha of IDS Engineering; Alex Ramirez of Design Workshop; Interim Executive Director Sean Haley of CCPPI; Mariana Rashcke of The Goodman Corporation; Charlotte Knight Marshall of TKG Associates; and other attendees –Bill Haley, Travis McKenzie, Keith Kirven, Lori Gobellot, Paulette Wagner, Chris Gehring, Monica Aizpurua & Anderson Stoute. There were 44 attendees on the call.

CONSENT AGENDA FOR THE MIDTOWN REINVESTMENT ZONE.

MINUTES FOR SEPTEMBER 30, 2021.

Matt Thibodeaux, Executive Director, presented the consent agenda to the Board.

Director Goren made a motion to approve the consent agenda. The motion was seconded by Director Foster and carried by unanimous vote.

ADJOURNMENT

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

Caton Fenz, Assistant. Secretary

Date

DRAFT

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

November 4, 2021

A special meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held in person and by video conferencing at the offices of Bracewell LLP, 711 Louisiana, Suite 2300, Houston, Texas 77002, and via video and telephonic conferencing on Thursday, November 4, 2021, 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	Abe Goren
2	Donald Bond	7	Caton M. Fenz
3	Vacant	8	John Thomas
4	Michael F. Murphy	9	Zoe Middleton
5	Al Odom		

Directors Odom, Bond, Murphy, Fenz and Middleton were physically present; Directors Goren and Foster were present via WebEx and Director Thomas was absent.

Barron F. Wallace of Bracewell LLP was also physically present at the meeting.

In attendance via video and telephonic conferencing were Midtown Staff members: Matt Thibodeaux, Vernon Williams, Kandi Schramm, Todd Edwards, David Thomas, Theresa Gilmore, Marlon Marshall, Jaime Giraldo, Madeline Pena and Cynthia Alvarado; Peggy Foreman of Burney & Foreman; Algenita Davis, Robert Bradford, Jordon Everett and Angie Gomez of CCPPI; Robetta Burroughs of Burroughs and Associates; Peter Freedman and Kirk Craig of Agape Homes CDC; Vanessa Cole of Cole Klein Builders; Rachel Ray and Edwin Friedrichs of Walter P. Moore; Zack Martin of MCMD, Jennifer Curley of the City of Houston; Tim Buscha of IDS Engineering; Alex Ramirez of Design Workshop; Interim Executive Director Sean Haley of CCPPI; Mariana Rashcke of The Goodman Corporation; Charlotte Knight Marshall of TKG Associates; and other attendees –Bill Haley, Travis McKenzie, Keith Kirven, Lori Gobellot, Paulette Wagner, Chris Gehring, Monica Aizpurua & Anderson Stoute. There were 44 attendees on the call.

Chairman Odom called the meeting to order and welcomed guests.

PUBLIC COMMENTS:

Peter Freedman and Kirk Craig of Agape Homes CDC introduced themselves and thanked the Directors for permitting Agape Homes CDC to be part of the Affordable Housing Program.

CONSENT AGENDA FOR THE AUTHORITY:

- a. **MINUTES FOR SEPTEMBER 30, 2021;**
- b. **MONTHLY FINANCIAL REPORTS FOR SEPTEMBER 30, 2021;**
- c. **INVOICES FROM TRUSTEE AND OPERATING ACCOUNTS FOR SEPTEMBER & OCTOBER 2021.**

Executive Director Matt Thibodeaux presented the consent agenda. Director Goren made a motion to approve the consent agenda as presented. The motion was seconded by Director Murphy and carried by unanimous vote.

INVESTMENT REPORT FOR QUARTER ENDING SEPTEMBER 30, 2021.

Mr. Thibodeaux presented the Investment Report for the Quarter ending September 30, 2021. Mr. Thibodeaux reported that all funds were invested in accordance with the Authority's Investment Policy for a total yield of \$6,761.94. Director Fenz made a motion to approve the Investment Report for the Quarter ending September 30, 2021. The motion was seconded by Director Murphy and carried by unanimous vote.

402 AND 410 PIERCE BUILDINGS

This agenda item was discussed in Executive Session. Upon returning to the open session no action was taken on this agenda item.

MIDTOWN AFFORDABLE HOUSING PROGRAM

AFFORDABLE HOUSING OPERATIONS CAMPUS:

Marlon Marshall reported that the largest tenant of the Affordable Housing Operations Campus Office Building ("AHOC" office building) is currently in the process of building out their lease space on the first floor of the office building.

CHANGE ORDERS:

Mr. Marshall presented the following Change Orders:

Change Order in the amount of \$29,558.31 for demolition, construction and electrical infrastructure for the first-floor reception/security desk area in the office building. Mr. Marshall responded to various questions regarding the Scope of Work and value engineering efforts that were performed in connection with the proposed Scope of Work. He shared various options that resulted from efforts to value engineer the project, which included modifying the original designs to change the flooring, remove the sign on the desk and to not paint the columns. Director Fenz made a motion to approve the Change Order as originally presented in the amount of \$29,558.31 for demolition, construction, and electrical infrastructure for the first-floor reception/security desk area in the office building. The motion was seconded by Director Murphy. Following all discussion, the motion carried by majority vote. Director Middleton abstained from the vote.

CONSIDER RECOMMENDATION RELATING TO A GRANT OF FOUR (4) PARCELS OF LAND TO WALIPP FOR A SENIOR HOUSING PROJECT.

Algenita Davis of CCPPI presented an application received for the Midtown Redevelopment Authority (MRA) Adjacency Program from the William A. Lawson Institute for Peace and Prosperity (WALIPP). She stated that WALIPP owns and operates WALIPP Senior Residences located at 5220 Scott Street, a fifty-two (52) unit Affordable Senior Housing Facility. WALIPP has requested two (2) MRA owned adjacent parcels to expand the development. WALIPP has submitted all required submittals and documents. The CCPPI Team recommends that the MRA Board authorize (1) issuance of a Letter of Reservation reserving the requested tracts of land for a twelve (12) month period and (2) negotiation of a Development Agreement with WALLIP. Director Middleton stated that she would like to see more handicap accessible units included in the project. Director Middleton made a motion to authorize the issuance of a Letter of Reservation reserving the requested

tracts of land for a twelve (12) months period and to initiate negotiation of a Development Agreement with WALIPP. The motion was seconded by Director Fenz and carried by unanimous vote.

CONSIDER RECOMMENDATION RELATING TO A GRANT OF FOUR (4) PARCELS OF LAND TO AGAPE HOMES CDC FOR CONSTRUCTION OF AFFORDABLE HOUSING.

Ms. Davis presented the recommendation relating to the grant of four (4) parcels of land to Agape Homes Community Development Corporation (“Agape”) for construction of affordable housing. Pursuant to the Comprehensive Review Process undertaken by MRA and CCPPI, the review team is recommending that MRA grant site control of four (4) MRA-owned parcels of land to Agape for the construction of a minimum of eight for-sale single family housing units. Agape plans to apply to the City of Houston Affordable Housing Development Program (AHDP), which has the goal of supporting the development of 2000 single family homes. Grant of the (4) MRA-owned parcels of land is contingent upon Agape being accepted for participation in the City of Houston AHDP and meeting certain other requirements. Director Murphy made a motion to authorize the Executive Director and Chair to execute required documents to grant site control of the four (4) parcels of land to Agape Homes CDC. The motion was seconded by Director Middleton and carried by unanimous vote.

CONSIDER RECOMMENDATION RELATING TO A REQUEST FROM HOUSTON HABITAT FOR HUMANITY FOR A GRANT OF TWO (2) PARCELS OF VACANT LAND FOR CONSTRUCTION OF AFFORDABLE HOUSING.

Ms. Davis reported that Houston Habitat for Humanity has submitted a proposal to receive two MRA-owned tracts of land located in the South of Griggs sector covered by the Southeast Houston Affordable Housing Initiative. The Comprehensive Review Team has vetted the proposal and is recommending that the Board authorize MRA and CCPPI to enter into negotiations with Houston Habitat for Humanity in anticipation of bringing a grant agreement to Board for consideration. Following all discussion, Director Goren made a motion to authorize the MRA and CCPPI to enter into negotiations with Houston Habitat for Humanity. in anticipation of bringing a grant agreement to the next board meeting for action. The motion was seconded by Director Fenz and carried by unanimous vote.

RESOLUTION AUTHORIZING A DEVELOPMENT AND PURCHASE AGREEMENT WITH COLE KLEIN BUILDERS, LLC.

Ms. Foreman presented the Resolution authorizing the Midtown Redevelopment Authority (the “Authority”) or its agent to enter into a development and purchase agreement with Cole Klein Builders, LLC and providing for the conveyance and development of certain properties in accordance with the terms of such agreement; and authorizing the Authority or its agent to take all necessary actions regarding same. Director Murphy made a motion to approve the Resolution authorizing the Midtown Redevelopment Authority (the “Authority”) or its agent to enter into a development and purchase agreement with Cole Klein Builders, LLC and providing for the conveyance and development of certain properties in accordance with the terms of such agreement; and authorizing the Authority or its agent to take all necessary actions regarding same. The motion was seconded by Director Fenz and carried by unanimous vote.

AFFORDABLE Housing Development Update.

Mr. Edwards reported that he met with representatives of the City of Houston Housing Department to discuss how the City can assist with infrastructure improvements for certain properties in the Midtown land inventory. He reported that the City recently issued a Request for Proposals as a part of its AHDP and encouraged the

Authority to apply to for assistance by responding to the RFP. Mr. Edward reported that he will work with Roberta Burroughs and the CCPPI team to review the City's RFP. .

MIDTOWN CAPITAL IMPROVEMENT PROGRAM:

ARCHITECTURAL AND ENGINEERING SERVICES

APPROVE PROFESSIONAL SERVICES AGREEMENT AND WORK ORDER FOR ON-CALL SERVICES

DESIGN WORKSHOP

Mr. Marshall presented the Professional Services Agreement with Design Workshop for the Brazos Bridge beatification project in the amount of \$70,440.00. Mr. Marshall reminded the Board that Design Workshop was one of the pre-qualified firms to provide landscape architecture services for Parks and Open Spaces. Director Goren made a motion to approve the Professional Services Agreement with Design Workshop for the Brazos Bridge beatification project in the amount of \$70,440.00. The motion was seconded by Director Bond and carried by unanimous vote.

IDS ENGINEERING GROUP

Mr. Marshall presented the Professional Services Agreement with IDS Engineering Group for the Tuam Waterline project in the amount of \$75,000.00. Mr. Marshall reminded the Board that IDS Engineering Group was one of the pre-qualified firms to provide professional engineering services. Director Murphy made a motion to approve the Professional Services Agreement with IDS Engineering Group for the Tuam Waterline Improvements project. in the amount of \$75,000.00. The motion was seconded by Director Fenz and carried by unanimous vote.

PARKS AND GREENSPACE - WALTER P MOORE / DESIGN WORKSHOP

BALDWIN PARK

Mr. Marshall again reminded the Board that the Baldwin Park Improvements Project includes installation of additional playground equipment, perimeter lighting, electrical infrastructure, and expansion of the detention pond in the park. He stated that the construction contract for the project was previous awarded to Landscape Art for an amount not to exceed \$463,558.31. He stated that the current anticipated start date for the project is November 15, 2021 and that the project duration is estimated to be approximately six months.

APPROVE WORK ORDER FOR CONSTRUCTION MATERIALS TESTING SERVICES

Mr. Marshall presented a Work Order for HBJ Associates to provide Construction Materials Testing Services in an amount not to exceed \$10,370.00. Director Murphy made a motion to approve the Work Order for HBJ Associates to provide Construction Materials Testing Services in an amount not to exceed \$10,370. The motion was seconded by Director Fenz and carried by unanimous vote.

CAROLINE STREET RECONSTRUCTION – ESPA CORP/KCI

Mr. Marshall reported that the Contractor for the Caroline Street Reconstruction Project continues with roadway paving activity at the Webster Street intersection and at the McGowen and Elgin Street intersections. Contractor has switched traffic to the south side of the intersection at Caroline and Elgin Streets and continues work on utilities and pavement operations on north side of that intersection. The team has ongoing coordination with utility companies to resolve outstanding conflicts with sidewalk and intersection ramp installations. The contractor is continuing to work on the rain garden media and irrigation installations between Elgin and Hadley Streets.

Mr. Marshall advised the Board that the Authority is working with One World Strategy Group in an effort to keep the Midtown Community informed regarding the status of the Caroline Street Reconstruction Project through the use of Midtowns various social media platforms.

CHANGE ORDERS

Mr. Marshall presented the following Change Orders:

Change Order #56 in an amount not to exceed \$77,086.39 for landscape material price escalations. Director Bond made a motion to approve Change Order #56 in an amount not to exceed \$77,086.39 for landscape material price escalations. The motion was seconded by Director Fenz and carried unanimously vote.

Change Order for Traffic Systems Construction in an amount not to exceed \$52,572.23 for relocation of traffic signal components which conflict with new sidewalk and accessibility ramps for the Caroline Street Reconstruction Project. Director Fenz made a motion to approve the Change Order for Traffic Systems Construction in an amount not to exceed \$52,572.23 for relocation of traffic signal components which conflict with new sidewalk and accessibility ramps. The motion was seconded by Director Bond and carried by unanimous vote.

EXECUTIVE SESSION

The Board entered into a closed executive session to discuss the purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code) at this meeting.

ADJOURN

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

Caton Fenz, Assistant Secretary

Date

Midtown Redevelopment Authority

Profit & Loss

July through October 2021

Jul - Oct 21

Ordinary Income/Expense

Income

400000 · Revenue & Support	
400007 · HISD PASS THROUGH	
400009 · City of Houston Tax Increment	8,050,693.87
400010 · HISD Tax Increment	1,712,762.68
400020 · Reimb Off Exp & Staff	436,319.91
400023 · HTC Build Out Reimbursement	4,338.15
400025 · Interest-Debt Service & Reserve	249.89
400026 · Interest-Other Bond Funds	363.95
400029 · Interest - Affordable Housing	1,339.92
400030 · Interest-Operating Funds	6,899.55
400032 · Other Revenue	10,500.00
400041 · Affordable Housing Apts Units (Apartment rental income Affordable Housin	31,744.82
Total 400000 · Revenue & Support	<u>10,255,212.74</u>

Total Income

10,255,212.74

Gross Profit

10,255,212.74

Expense

500000 · BOND FUND EXPENSES	
500419 · Camden Int.	450,714.33
504000 · Projects & Expenses	
500010 · CIP '03 Admin & General Exp.	6,511.19
500046 · T-0221 Midtown Park	19,662.90
Total 504000 · Projects & Expenses	<u>26,174.09</u>
Total 500000 · BOND FUND EXPENSES	476,888.42
510000 · INCREMENT PROJECTS/EXPENSE	
510002 · T-0214 Caroline St near HCCS	2,033.30
510003 · T-0211 Holman Street St	784.82
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	42,783.75
510017 · T-0220 Drainage Fees	6,174.96
510018 · Fines	434.20
510117 · Landscape Services	226,015.53
512001 · T-0220 Aff Hous Expense	83,753.70
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.)	
5120031 · Lease Units Electricity	-135.44
5120033 · Operations Center Legal	1,636.25
5120034 · Operatings Center Insurance	-755.00
5120035 · Leasing Expenses (Leasing Expenses)	37,817.73
5120036 · NAI EXPENSES RECORD	2,448.84
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.	1,813,013.29
Total 512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St	<u>1,854,025.67</u>
Total 510008 · T-0220 Afford Housing Land Bnk	2,213,187.81
510010 · T-0237 Baldwin Park Upgrades	792.00
510019 · T-0214 Caroline St	13,201.02

Midtown Redevelopment Authority

Profit & Loss

July through October 2021

	Jul - Oct 21
510024 · T-0204 Infrastruc/Street Lights	148.63
510040 · Developer Reimbursement	1,656,715.00
510041 · CIP Program Expenses	18,508.75
510045 · T-0224 HTC I - Bldg Maintenance	11,257.01
510046 · T-0221 Midtown Pk	38,731.29
510053 · T-0233 Midtown Garage	6,033.00
510096 · T-0207 Opr of Zone Prj Faciliti	10,500.00
510102 · HMAAC Interest Expense	11,150.11
510400 · KIOS at Bagby Park	13,600.00
510534 · T-0225 Mobility & Pedest Imprv	13,194.38
510700 · Municipal Services Costs	781,263.00
511002 · T-0233 Midtown Park Garage	2,196.51
Total 510000 · INCREMENT PROJECTS/EXPENSE	4,793,296.63
550000 · General & Admin. Expense	
550002 · Contract Labor	
550003 · Rent Expense (Additional office space)	45,670.00
550004 · Salaries	
550014 · Health Insruance	48,080.60
550015 · AFLAC	864.08
550018 · Life Insurance	102.46
550004 · Salaries - Other	544,492.54
Total 550004 · Salaries	593,539.68
5500047 · Overtime	59.67
550007 · Courier Service	1,497.09
550008 · Office Supply & Expense	3,651.21
550009 · Misc Exp	19.30
550010 · Telephone & Utilities	
550110 · Cellular Service	396.98
550113 · Drainage fee	3,264.76
550010 · Telephone & Utilities - Other	6,039.50
Total 550010 · Telephone & Utilities	9,701.24
550012 · Postage	360.08
550022 · Bank Charges & Fees	12,157.59
550023 · Trust Expenses	5,600.00
550026 · Accounting Consultants	1,500.00
550027 · Financial Audit (Audit Services)	32,500.00
550028 · Legal Consultants	203,286.25
550032 · Engineering Consultants	8,381.97
550034 · Equip Rent & Lease Expense	3,025.85
550036 · Licenses & Fees	217.00
550037 · Workman's Comp Insurance	1,415.67
550039 · Computers & Repairs & Maint	11,932.95
550040 · Repair & Maintenance	15,585.09
550044 · Payroll Expense & PR Tax Exp	410.40
550045 · Payroll Fees	7,123.76

Midtown Redevelopment Authority

Profit & Loss

July through October 2021

	<u>Jul - Oct 21</u>
550046 · Reimb. Employee Office Exp.	4,554.72
550047 · Soc Sec - Medicare	38,815.71
550050 · Depreciation Expense	73,469.89
550052 · Depre Expense-Midtown Park	106,080.86
550053 · Deprec Expense-Works of Art	6,209.35
550061 · Public Relations	41,662.50
550201 · CIP	<u>52,576.15</u>
Total 550000 · General & Admin. Expense	1,281,003.98
550051 · Dep Exp - Midtown Park/Garage	76,958.00
600000 · Bond Related Expenses	
550055 · Amort Bond Prem	-86,572.53
560039 · 2013 Bond Series Int Expense	184,903.12
560040 · 2015 Bond Int Expense	56,106.26
560041 · 2017 Bond Int Expense	298,479.16
560042 · 2020 Bond Int Exp	<u>85,633.34</u>
Total 600000 · Bond Related Expenses	538,549.35
999999 · SUSPENSE (flow through account)	<u>351,202.94</u>
Total Expense	<u>7,517,899.32</u>
Net Ordinary Income	<u>2,737,313.42</u>
Net Income	<u><u>2,737,313.42</u></u>

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2021

Oct 31, 21

ASSETS

Current Assets

Checking/Savings

101001 · Wells Fargo Ope Acctg 64040	9,565,655.55
101002 · Infrastructure Projects 1731	953.90
101010 · WF Surplus Acct 63943	1,463.01
101020 · WF FTA Enhanced Path 63919	60.17
102200 · Logic Operating Account (Investment Account)	5,060,212.26
103200 · TexStar Operating Acct 1111	6,951.33
103600 · Wells Fargo Oper Inves 63901	731.96
103700 · WF Operating Saving 3215777180	45,326.61
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	3,940,699.96
104022 · WF Pilot Program 3935	344.75
104116 · TexStar Aff. Hsng MM 1800	2,014.39
104200 · Logic Affordable Housing (Investment Account)	92,560.18
1043000 · BBVA USA	1,043,394.68
1044000 · Wells Fargo NAI (NAI Partners Account)	6,800.20
Total 104000 · Affordable Housing Accounts	<u>5,085,814.16</u>

105000 · Trustee Investments

105001 · Pledge Revenue Fund 422885	
105100 · Pledge Revenue Fund -422885	11,203.00
Total 105001 · Pledge Revenue Fund 422885	<u>11,203.00</u>

105002 · Debt Service Fund

105200 · BNY-Debt Service Fund 422896	7,521,418.76
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Total 105002 · Debt Service Fund

7,521,418.76

105003 · Reserve Fund 422897

105324 · TexStar Debt Res Fnd MM 1023 (Debt Reserve Fund)	7,422,259.08
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Total 105003 · Reserve Fund 422897

7,422,259.08

105009 · Austin Park Maint. Fund 422919

105901 · Austin Park Money Market Acct.	3,582.05
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Total 105009 · Austin Park Maint. Fund 422919

3,582.05

107000 · BOND FUNDS

107009 · BNY-TICR AFF HSG 693802	48.59
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107012 · BNY 443264 2011 Escrow	9.99
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107018 · LOGIC 2017 PROJECT FUND (Trust Account 7487592004)	1,185,671.18
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Total 107000 · BOND FUNDS

1,185,729.76

Total 105000 · Trustee Investments

16,144,192.65

Total Checking/Savings

35,911,361.60

Accounts Receivable

130100 · Tax Increments Receivable

103150 · City of Houston - Tax Increment	1,265,391.05
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103152 · Harris County Tax Increment	1,712,763.00
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130200 · HISD Tax Increment	10,377,010.00
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Total 130100 · Tax Increments Receivable

13,355,164.05

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2021

	Oct 31, 21
170000 · Accounts Receivable	
170008 · KIOS	-6,400.00
170010 · Midtown Management District	127,957.13
170011 · Midtown Parks Conservancy	298,890.40
170020 · HX Houston Exponential AR	46,471.84
170021 · HTC BUILTOUT	338,285.67
170052 · OST/ALMEDA	-2,366,566.00
170060 · Fourth Ward Redevelopment Autho (Expense Reimbursement)	9,157.52
Total 170000 · Accounts Receivable	-1,552,203.44
Total Accounts Receivable	11,802,960.61
Total Current Assets	47,714,322.21
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	26,321.36
150011 · Accumulated Depreciation-Furn.	-26,321.36
150020 · Computer Equipment	32,057.11
150021 · Accumulated Depreciation-Comp.	-32,057.11
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	-2,446,061.88
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-2,123,201.76
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,438,143.83
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,883.45
1500783 · Accum Deprec-Works of Art	-118,552.73
1500784 · Acc Depr Office Housng & Garage	-164,161.00
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	-1,694,300.76
150078C · Midtown Garage - Depreciable As - Other	23,069,902.00
Total 150078C · Midtown Garage - Depreciable As	21,375,601.24
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-2,623,399.34
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	16,471,153.66
150078E · Land - Operations Center	1,999,033.00
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2021

Oct 31, 21

150078J · Opration Center Dep Asset	28,670,952.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale) (Land purchase for resale)	
150081 · Earnest Money	-49,744.89
150082 · Option Fees	9,770.00
150803 · Affordable Housing Legal	104,930.05
150804 · Affordable Housing Misc	753,699.46
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) (Land purchase for resale) - Other	43,152,722.97
Total 150080 · Land (Resale) (Land purchase for resale)	44,098,127.87
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-497,709.90
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park - Phase I	-137,655.00
Total 150000 · Fixed Assets	140,699,540.36
Total Fixed Assets	140,699,540.36
TOTAL ASSETS	188,413,862.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · Accounts Payable	-321,831.45
Total Accounts Payable	-321,831.45
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	1,564,865.26
201000 · Operating Account Liabilities	-3,432.48
201001 · MIDCORP Kios	24,454.84
201002 · Due to MPC	8,850.00
202000 · Project Fund Liabilities	18,578.35
204000 · HMAAC NOTE - CURRENT	810,358.00
2103008 · CRI Current Camden	5,506,201.20
200001 · Current Liabilities - Other	886,613.26
Total 200001 · Current Liabilities	8,816,488.43
200CRI · CRI	6,000,000.00
2030112 · BBVA Taxable Loan	9,164,590.65
2030113 · BBVA LOAN TAX EXEMPT	4,790,000.00
2103007 · Developer Advances Midtown Park	4,979,494.00
25000 · Retainage Payable (Retainage)	1,257,348.98
Total Other Current Liabilities	35,007,922.06
Total Current Liabilities	34,686,090.61
Long Term Liabilities	
210000 · Long Term Liabilities	
210047 · Bonds Payabe Series '13	21,925,000.00

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2021

	<u>Oct 31, 21</u>
210048 · Current Portion Bonds Payable	3,640,000.00
210049 · Bond Payable Series '15	7,635,000.00
210050 · Bond Payable Series 2017	35,885,000.00
210053 · Accrued Bond Int 2015 series	56,106.29
210055 · Accrued Bond Interest 13 Series	184,903.10
210056 · Accrued Bond Interest Series 11	0.02
210058 · Series 2013 BOND PREMIUM	906,083.27
210059 · Series 2015 Bond Prem	466,334.33
210060 · Accrued Bond Interst 2017	85,633.36
210061 · Series 2017 Bond Premium	3,350,405.45
210062 · Accrued Bond Interest Series 17	298,479.04
210063 · Series 2020 Bond Premium	1,894,828.40
210064 · Bonds Payable Series 2020	9,215,000.00
2103000 · LOANS	
2103003 · HMAAC LOAN REFINANCED	-31,030.05
Total 2103000 · LOANS	<u>-31,030.05</u>
Total 210000 · Long Term Liabilities	<u>85,511,743.21</u>
Total Long Term Liabilities	<u>85,511,743.21</u>
Total Liabilities	120,197,833.82
Equity	
1110 · Retained Earnings (Retained Earnings)	65,478,715.33
Net Income	2,737,313.42
Total Equity	<u>68,216,028.75</u>
TOTAL LIABILITIES & EQUITY	<u><u>188,413,862.57</u></u>

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2021

Oct 31, 21

	Debit	Credit
101001 · Wells Fargo Ope Acctg 64040	9,565,655.55	
101002 · Infrastructure Projects 1731	953.90	
101010 · WF Surplus Acct 63943	1,463.01	
101020 · WF FTA Enhanced Path 63919	60.17	
102200 · Logic Operating Account	5,060,212.26	
103200 · TexStar Operating Acct 1111	6,951.33	
103600 · Wells Fargo Oper Inves 63901	731.96	
103700 · WF Operating Saving 3215777180	45,326.61	
104021 · WF Afford Hous 3927	3,940,699.96	
104022 · WF Pilot Program 3935	344.75	
104116 · TexStar Aff. Hsng MM 1800	2,014.39	
104200 · Logic Affordable Housing	92,560.18	
1043000 · BBVA USA	1,043,394.68	
1044000 · Wells Fargo NAI	6,800.20	
105100 · Pledge Revenue Fund -422885	11,203.00	
105200 · BNY-Debt Service Fund 422896	7,521,418.76	
105324 · TexStar Debt Res Fnd MM 1023	7,422,259.08	
105901 · Austin Park Money Market Acct.	3,582.05	
107009 · BNY-TICR AFF HSG 693802	48.59	
107012 · BNY 443264 2011 Escrow	9.99	
107018 · LOGIC 2017 PROJECT FUND	1,185,671.18	
103150 · City of Houston - Tax Increment	1,265,391.05	
103152 · Harris County Tax Increment	1,712,763.00	
130200 · HISD Tax Increment	10,377,010.00	
170008 · KIOS		6,400.00
170010 · Midtown Management District	127,957.13	
170011 · Midtown Parks Conservancy	298,890.40	
170020 · HX Houston Exponential AR	46,471.84	
170021 · HTC BUILTOUT	338,285.67	
170052 · OST/ALMEDA		2,366,566.00
170060 · Fourth Ward Redevelopment Autho	9,157.52	
150010 · Office Furniture & Equipment	26,321.36	
150011 · Accumluated Depreciation-Furn.		26,321.36
150020 · Computer Equipment	32,057.11	
150021 · Accumulated Depreciation-Comp.		32,057.11
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		2,446,061.88
150065 · Land - HTC Phase II	697,219.00	
150066 · Houston Tech Center II	2,816,117.96	
150067 · Accum.Deprec. HTC Phase I		2,123,201.76
150069 · Land - Bagby Park	1,318,870.15	

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2021

Oct 31, 21

	Debit	Credit
150070 · BagbyPark	2,453,218.83	
150071 · Accum.Deprec. BagbyPark		1,438,143.83
150075 · Midtown Park 2905 Travis St	3,506,306.26	
150078 · Midtown Park Land-Tracts I & II	4,416,883.45	
1500783 · Accum Deprec-Works of Art		118,552.73
1500784 · Acc Depr Office Housng & Garage		164,161.00
150078A · Midtown (Superblock) Garage	13,784.20	
150078B · Midtown (Superblockj) Park	5,299,848.40	
150078C · Midtown Garage - Depreciable As	23,069,902.00	
1500781 · Acc Depre - Midtown Garage		1,694,300.76
150078D · Midtown Park - Depreciable Asse	19,094,553.00	
1500782 · Acc Depre Mldtown Park		2,623,399.34
150078E · Land - Operations Center	1,999,033.00	
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00	
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00	
150078J · Opration Center Dep Asset	28,670,952.00	
150079B · Works of Art - Donated	1,137,027.00	
150080 · Land (Resale)	43,152,722.97	
150081 · Earnest Money		49,744.89
150082 · Option Fees	9,770.00	
150803 · Affordable Housing Legal	104,930.05	
150804 · Affordable Housing Misc	753,699.46	
150805 · AFFORD HOUS GRANTS	126,750.28	
150089 · Land HMAAC (Land)	1,206,150.00	
150090 · HMAAC Property	918,850.00	
150091 · Accum Depr HMAAC		497,709.90
150100 · 2800 MAIN	317,069.93	
150782A · Acc Depr Midtown Park - Phase I		137,655.00
200000 · Accounts Payable	321,831.45	
200001 · Current Liabilities		886,613.26
200005 · Accrued Expenses		1,564,865.26
201000 · Operating Account Liabilities	3,432.48	
201001 · MIDCORP Kios		24,454.84
201002 · Due to MPC		8,850.00
202000 · Project Fund Liabilities		18,578.35
204000 · HMAAC NOTE - CURRENT		810,358.00
2103008 · CRI Current Camden		5,506,201.20
200CRI · CRI		6,000,000.00
2030112 · BBVA Taxable Loan		9,164,590.65
2030113 · BBVA LOAN TAX EXEMPT		4,790,000.00
2103007 · Developer Advances Midtown Park		4,979,494.00
25000 · Retainage Payable		1,257,348.98
210047 · Bonds Payabe Series '13		21,925,000.00
210048 · Current Portion Bonds Payable		3,640,000.00

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2021

Oct 31, 21

	Debit	Credit
210049 · Bond Payable Series '15		7,635,000.00
210050 · Bond Payable Series 2017		35,885,000.00
210053 · Accrued Bond Int 2015 series		56,106.29
210055 · Accrued Bond Interest 13 Series		184,903.10
210056 · Accrued Bond Interest Series 11		0.02
210058 · Series 2013 BOND PREMIUM		906,083.27
210059 · Series 2015 Bond Prem		466,334.33
210060 · Accrued Bond Interst 2017		85,633.36
210061 · Series 2017 Bond Premium		3,350,405.45
210062 · Accrued Bond Interest Series 17		298,479.04
210063 · Series 2020 Bond Premium		1,894,828.40
210064 · Bonds Payable Series 2020		9,215,000.00
2103003 · HMAAC LOAN REFINANCED	31,030.05	
1110 · Retained Earnings		65,478,715.33
400009 · City of Houston Tax Increment		8,050,693.87
400010 · HISD Tax Increment		1,712,762.68
400020 · Reimb Off Exp & Staff		436,319.91
400023 · HTC Build Out Reimbursement		4,338.15
400025 · Interest-Debt Service & Reserve		249.89
400026 · Interest-Other Bond Funds		363.95
400029 · Interest - Affordable Housing		1,339.92
400030 · Interest-Operating Funds		6,899.55
400032 · Other Revenue		10,500.00
400041 · Affordable Housing Apts Units		31,744.82
500419 · Camden Int.	450,714.33	
500010 · CIP '03 Admin & General Exp.	6,511.19	
500046 · T-0221 Midtown Park	19,662.90	
510002 · T-0214 Caroline St near HCCS	2,033.30	
510003 · T-0211 Holman Street St	784.82	
510013 · T-0220 Affordable Housing Legal	42,783.75	
510017 · T-0220 Drainage Fees	6,174.96	
510018 · Fines	434.20	
510117 · Landscape Services	226,015.53	
512001 · T-0220 Aff Hous Expense	83,753.70	
512003 · Operations Center	1,813,013.29	
5120031 · Lease Units Electricity		135.44
5120033 · Operations Center Legal	1,636.25	
5120034 · Operatings Center Insurance		755.00
5120035 · Leasing Expenses	37,817.73	
5120036 · NAI EXPENSES RECORD	2,448.84	
510010 · T-0237 Baldwin Park Upgrades	792.00	
510019 · T-0214 Caroline St	13,201.02	
510024 · T-0204 Infrastruc/Street Lights	148.63	
510040 · Developer Reimbursement	1,656,715.00	

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2021

Oct 31, 21

	Debit	Credit
510041 · CIP Program Expenses	18,508.75	
510045 · T-0224 HTC I - Bldg Maintenance	11,257.01	
510046 · T-0221 Midtown Pk	38,731.29	
510053 · T-0233 Midtown Garage	6,033.00	
510096 · T-0207 Opr of Zone Prj Faciliti	10,500.00	
510102 · HMAAC Interest Expense	11,150.11	
510400 · KIOS at Bagby Park	13,600.00	
510534 · T-0225 Mobility & Pedest Imprv	13,194.38	
510700 · Municipal Services Costs	781,263.00	
511002 · T-0233 Midtown Park Garage	2,196.51	
550003 · Rent Expense	45,670.00	
550004 · Salaries	544,492.54	
550014 · Health Insruance	48,080.60	
550015 · AFLAC	864.08	
550018 · Life Insurance	102.46	
5500047 · Overtime	59.67	
550007 · Courier Service	1,497.09	
550008 · Office Supply & Expense	3,651.21	
550009 · Misc Exp	19.30	
550010 · Telephone & Utilities	6,039.50	
550110 · Cellular Service	396.98	
550113 · Drainage fee	3,264.76	
550012 · Postage	360.08	
550022 · Bank Charges & Fees	12,157.59	
550023 · Trust Expenses	5,600.00	
550026 · Accounting Consultants	1,500.00	
550027 · Financial Audit	32,500.00	
550028 · Legal Consultants	203,286.25	
550032 · Engineering Consultants	8,381.97	
550034 · Equip Rent & Lease Expense	3,025.85	
550036 · Licenses & Fees	217.00	
550037 · Workman's Comp Insurance	1,415.67	
550039 · Computers & Repairs & Maint	11,932.95	
550040 · Repair & Maintenance	15,585.09	
550044 · Payroll Expense & PR Tax Exp	410.40	
550045 · Payroll Fees	7,123.76	
550046 · Reimb. Employee Office Exp.	4,554.72	
550047 · Soc Sec - Medicare	38,815.71	
550050 · Depreciation Expense	73,469.89	
550052 · Depre Expense-Midtown Park	106,080.86	
550053 · Deprec Expense-Works of Art	6,209.35	
550061 · Public Relations	41,662.50	
550201 · CIP	52,576.15	
550051 · Dep Exp - Midtown Park/Garage	76,958.00	

Midtown Redevelopment Authority

Trial Balance

As of October 31, 2021

	Oct 31, 21	
	<u>Debit</u>	<u>Credit</u>
550055 · Amort Bond Prem		86,572.53
560039 · 2013 Bond Series Int Expense	184,903.12	
560040 · 2015 Bond Int Expense	56,106.26	
560041 · 2017 Bond Int Expense	298,479.16	
560042 · 2020 Bond Int Exp	85,633.34	
999999 · SUSPENSE	351,202.94	
TOTAL	<u>210,099,794.40</u>	<u>210,099,794.40</u>

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Midtown Redevelopment Authority
 Transactions by Account
 As of March 31, 2021

Wells Fargo Ope Acctg 64040

9-Dec-21

Type	Date	Num	Name
Bill Pmt -Check	10/01/2021	10062	Equi-Tax, Inc.
Bill Pmt -Check	10/01/2021	10064	HX Houston Exponential
Bill Pmt -Check	10/01/2021	10066	Midtown Scouts Square Property. LP
Check	10/19/2021	10068	Jaime Giraldo
Bill Pmt -Check	10/20/2021	10070	FLEXTG FINANCIAL SERVICES
Check	10/21/2021	10071	AI Odom
Bill Pmt -Check	10/12/2021	10072	Bee-Line Delivery Service, Inc.
Bill Pmt -Check	10/12/2021	10073	Bracewell LLP
Bill Pmt -Check	10/28/2021	10074	Bracewell LLP
Bill Pmt -Check	11/02/2021	10094	Southwest Precision Printers
Bill Pmt -Check	11/02/2021	10095	Goode Systems & Consulting, Inc.
Bill Pmt -Check	11/02/2021	10096	The Goodman Corporation
Bill Pmt -Check	11/02/2021	10097	Bee-Line Delivery Service, Inc.
Bill Pmt -Check	11/03/2021	10098	HX Houston Exponential
Bill Pmt -Check	11/03/2021	10099	HX Houston Exponential
Bill Pmt -Check	11/03/2021	10100	Midtown Parks Conservancy
Bill Pmt -Check	11/09/2021	10102	Goode Systems & Consulting, Inc.
Check	11/16/2021	10103	Midtown Parks Conservancy
Check	11/16/2021	10104	Matt Thibodeaux
Bill Pmt -Check	11/22/2021	10105	NEVA Corporation
Bill Pmt -Check	12/09/2021	10106	Bee-Line Delivery Service, Inc.
Bill Pmt -Check	12/09/2021	10107	Bracewell LLP
Bill Pmt -Check	12/09/2021	10108	FLEXTG FINANCIAL SERVICES
Bill Pmt -Check	12/09/2021	10109	Goode Systems & Consulting, Inc.
Bill Pmt -Check	12/09/2021	10110	IDS Engineering Group
Bill Pmt -Check	12/09/2021	10111	Jerdon Enterprises, L.P.
Bill Pmt -Check	12/09/2021	10112	KCI Technologies
Bill Pmt -Check	12/09/2021	10113	Masterson Advisors LLC
Bill Pmt -Check	12/09/2021	10114	One World Strategy Group, LLC
Bill Pmt -Check	12/09/2021	10115	Staples Advantage
Bill Pmt -Check	12/09/2021	10116	The Goodman Corporation
Bill Pmt -Check	12/09/2021	10117	TKE Elevators
Bill Pmt -Check	12/09/2021	10121	Equi-Tax, Inc.
Bill Pmt -Check	12/09/2021	10122	Goode Systems & Consulting, Inc.
Bill Pmt -Check	12/09/2021	10123	Bee-Line Delivery Service, Inc.
Bill Pmt -Check	12/09/2021	10124	Purchase Power
Bill Pmt -Check	12/09/2021	10125	HX Houston Exponential
Bill Pmt -Check	12/09/2021	10126	Carr Riggs & Ingram, LLC
Bill Pmt -Check	12/09/2021	10127	One World Strategy Group, LLC
Bill Pmt -Check	12/09/2021	10128	One World Strategy Group, LLC

Midtown Redevelopment Authority
 Transactions by Account
 As of March 31, 2021

Memo	Amount
MontlyConsultation Service fee per contrac	500.00
OCTOBER 2021	11,117.50
CONTRACT PARKING	300.00
office expense	40.04
CANNON/IR-C5750I	763.82
Reimbursement	15.98
Courier Service	704.85
Legal Services	170,150.00
Legal Services	23,018.75
David Thomas order	120.86
IT service	1,938.38
MD116	2,175.00
550008	201.31
NOVEMBER2021	11,117.50
SEPTEMBER 2021	11,117.50
Bagby Park Kiose Lease	10,500.00
IT service	1,750.00
VOID:	0.00
reimbursement IPI Conference 11-29-2021	197.96
HVAC Service	2,399.84
Courier Service	244.36
Legal Services	9,986.32
CANNON/IR-C5750I	815.46
VOID:	0.00
Midtown PSA WO No 001 Ext 09 Project 1	1,282.76
Bagby Park Storage Building and Renovati	4,588.17
Job No. 2321-001- (E71133207) Caroline &	18,715.26
Continuing Disclosure Annual Reporting Se	3,500.00
VOID:	0.00
office expenses	1,739.99
Professional Consultation	2,175.00
Elevator Maintenance	593.70
MontlyConsultation Service fee per contrac	500.00
IT service	1,750.00
Courier Service	464.98
Postage	120.98
DECEMBER 2021	11,117.50
Progress Billing for construction audit 06-31	6,000.00
Public Relations December 2021	12,500.00
Public Relations November 2021	12,500.00

Midtown Redevelopment Authority
Transactions by Account
As of March 31, 2021

Memo

Amount

336,723.77

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Midtown Redevelopment Authority
Transactions by Account
As of March 31, 2021

WF Afford Hous 3927
12/9/2021

Type	Date	Num	Name	Memo
Bill Pmt -Check	11/16/2021	3829	American Fence Company, Inc.	Property Fencing
Bill Pmt -Check	11/16/2021	3830	American Fence Company, Inc.	VOID: U30527 336FT
Bill Pmt -Check	12/09/2021	3833	Bracewell LLP	Legal Consultation
Bill Pmt -Check	12/09/2021	3834	CCPPI	Amended Housing Grant Agreement - NOE
Bill Pmt -Check	12/09/2021	3835	Martin Construction Management & I	CLOSE OUT BUILD 09-21-2021 THRU 10-
Bill Pmt -Check	12/09/2021	3836	American Fence Company, Inc.	Property Fencing
Bill Pmt -Check	12/09/2021	3837	Ryland Enterprise, Inc dba ARVO Re	Lease by and between Midtown Redevelop
Bill Pmt -Check	12/09/2021	3838	CCPPI	Amended Housing Grant Agreement - DEC
Bill Pmt -Check	12/09/2021	3839	Kirksey Architecture, LLC	Professional Services from September 1, 2
Bill Pmt -Check	12/09/2021	3840	Martin Construction Management & I	Affordable Housing Operations Center

Midtown Redevelopment Authority
Transactions by Account
As of March 31, 2021

Amount

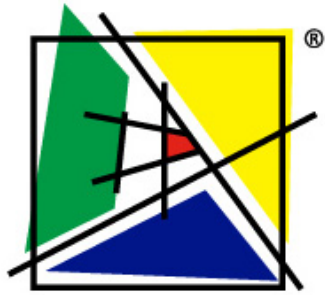
691.40
0.00
1,813.75
95,833.33
10,500.00
3,898.50
33,095.95
95,833.33
8,123.29
11,000.00
260,789.55

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Midtown Redevelopment Authority
 Bond & Project Fund Expenses & Balances
 Thursday, December 9, 2021

Trustee Investments (Bond Funds)	Beginning Balance	Chase	BKNY MELLON	WELLS FARGO	TexSTAR/LOGIC	Ending Balance
422885 Pledge Reserve Funds 422896	11,203.00					11,203.00
422896 Debt Service US Treasury Money Market Funds	7,521,418.76					7,521,418.76
422897 Reserve Fund Money Mkt	0.00					-
105324 · TexStar Debt Res Fnd MM 1023 (Debt Reserve Fur	7,422,259.08					7,422,259.08
422919 Austin Park Maint.(2001 Series) US Treasury Mon	3,582.05					3,582.05
LOGIC 2017 AFFORDABLE HOUSING (Trust Account)	48.59					48.59
LOGIC 2017 Project Funds	1,185,671.18					1,185,671.18
443264 2011 Escrow 1998 2001	9.99					9.99
						TOTALS
						16,144,192.65

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midtown
H O U S T O N

402 & 410 Pierce St.
Building

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the “Board”) do hereby certify as follows:

1. The Board convened in regular session on the 9th day of December, 2021, at a special meeting at the offices of Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, Texas 77002 and via videoconferencing in accordance with the provisions of Section 557.127 of the Texas Government Code, as amended, and the roll was called of the duly constituted officers and members of said Board, to-wit:

- | | | |
|---|-------------------|---------------------|
| 1 | Camille Foster | Director |
| 2 | Donald Bond | Director |
| 3 | Vacant | Director |
| 4 | Michael F. Murphy | Director |
| 5 | Al Odom | Chair |
| 6 | Abe S. Goren | Vice Chair |
| 7 | Caton M. Fenz | Assistant Secretary |
| 8 | John Thomas | Director |
| 9 | Zoe Middleton | Director |

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

RESOLUTION APPROVING A LEASE TERMINATION AGREEMENT BY AND BETWEEN MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”), AS LANDLORD, AND THE TECHNOLOGY & ENTREPRENEURSHIP CENTER OF HOUSTON, INC., D/B/A HOUSTON EXPONENTIAL, AS TENANT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

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

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

SIGNED this 9th day of December, 2021.

Assistant Secretary, Midtown Redevelopment
Authority

SECRETARY'S CERTIFICATE
RESOLUTION APPROVING THE HTC LEASE TERMINATION AGREEMENT

RESOLUTION APPROVING A LEASE TERMINATION AGREEMENT BY AND BETWEEN MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”), AS LANDLORD, AND THE TECHNOLOGY & ENTREPRENEURSHIP CENTER OF HOUSTON, INC., D/B/A HOUSTON EXPONENTIAL, AS TENANT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City of Houston (the “City”) created Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”), pursuant to Chapter 311, Texas Tax Code (the “Act”), and approved a preliminary project plan for the Midtown Zone and a preliminary reinvestment zone financing plan for the Midtown Zone; and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (the “Authority”) to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of Midtown and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, the City, the Midtown Zone and the Authority have entered into that certain Agreement dated March 15, 1996, and approved pursuant to Ordinance No. 96-389, as amended by Ordinance Nos. 97-1540, 98-301 and 2000-494 (as amended, the “Midtown Agreement”), pursuant to which the City delegated to the Authority the power and authority to administer the Midtown Zone including, but not limited to, the power to engage in activities relating to the acquisition and development of land, the construction and improvement of infrastructure in the Midtown Zone, entering into agreements with developers and builders in the Midtown Zone, and the issuance, sale or delivery of its bonds, notes or other obligations in accordance with and subject to the limitations set forth in the Midtown Agreement and the project plan and reinvestment zone financing plan for the Midtown Zone (as amended from time to time, the “Project Plan”); and

WHEREAS, the Authority is the owner of that certain real property located at 402 Pierce Street and 410 Pierce Street, Houston, Texas 77002, upon which are situated two office buildings generally known as the “Houston Technology Center” (such real property and all improvements thereon, the “Premises”); and

WHEREAS, on June 6, 2006, the Authority, as Landlord, entered into a Lease Agreement (the “Lease”) with the Technology & Entrepreneurship Center of Houston, Inc., formerly known as the Houston Technology Center, and now known as Houston Exponential, as Tenant, wherein the Authority leased to Tenant, and Tenant leased from Landlord, the Premises (less and except certain space within the 402 Pierce office building retained by the Authority for its sole use and defined in the Lease as “Landlord’s Area”); and

WHEREAS, the Lease expires by its terms on August 15, 2026 (the “Lease Expiration Date”); and

WHEREAS, both the Authority and the Tenant desire to terminate the Lease prior to the Lease Expiration Date; and

WHEREAS, pursuant to discussions between the Authority and Tenant, Tenant, acting by and through its board of directors, will provide notice to the Authority of its intent to terminate the Lease pursuant to Section 2.03 thereof, and upon agreement and acceptance of the notice by the Authority, the notice requirement will be waived so that the termination of the Lease will become effective December 31, 2021 (the "Termination Date"), subject to the terms and conditions of a lease termination agreement entered into between the Authority and Tenant (the "Lease Termination Agreement") that will outline the conditions that Tenant must satisfy prior to the Termination Date; and

WHEREAS, the Authority's Board of Directors (the "Board") has determined that it is in the best interest of the Midtown Zone and the Authority to enter into the Lease Termination Agreement so that the Authority can oversee the operation, use and management of the Premises as it examines the options for utilizing the Premises in a manner that is consistent with the Project Plan and provides economic benefits to the Midtown Zone;

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. The definitions of terms contained in the recitals to this Resolution are hereby incorporated and made part of this Resolution.
2. The Board adopts the findings and recitations set out in the recitals to this Resolution and finds them to be true and correct.
3. The Board hereby (i) approves the early termination of the Lease pursuant to the Lease Termination Agreement in substantially the form attached hereto as Exhibit A, authorizes the execution by the Chair and Assistant Secretary of the Board of the Lease Termination Agreement and any documents related thereto, and (ii) authorizes and approves the actions and other agreements related thereto or referenced therein, including the execution by the Executive Director of the notice of termination associated therewith.
4. The Board hereby (i) authorizes the officers of the Board, the Executive Director, and Authority staff and consultants to make such changes to the Lease Termination Agreement as they determine to be consistent with the intent and purpose of this Resolution and to take the steps necessary to execute and carry out the terms of the Lease Termination Agreement and the actions and other agreements referenced therein and (ii) authorizes the Chair of the Board and the Executive Director to approve any related expenses associated with executing, consummating and carrying out the terms of the Lease Termination Agreement and the actions, conveyances and other agreements referenced therein.
5. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 9th day of December, 2021.

Chair, Midtown Redevelopment Authority

ATTEST:

Assistant Secretary, Midtown Redevelopment Authority

DRAFT

Execution Page to HTC Lease Termination Agreement Resolution

EXHIBIT A

LEASE TERMINATION AGREEMENT
(See attached)

DRAFT

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this “Agreement”) is entered into by and between MIDTOWN REDEVELOPMENT AUTHORITY, a Texas public, nonprofit local government corporation (“Landlord”), and TECHNOLOGY & ENTREPRENEURSHIP CENTER OF HOUSTON, INC., a Texas nonprofit corporation, d/b/a Houston Exponential (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement as of June 5, 2006 (the “Lease”), wherein Landlord leased to Tenant, and Tenant leased from Landlord, those certain premises (the “Premises”) comprising two (2) office buildings known as the 402 Pierce Building and the 410 Pierce Building, located at 402 Pierce Street and 410 Pierce Street, Houston, Texas 77002 and comprising approximately 50,278 square feet of combined net rentable area, less and except certain space within the 402 Pierce Building retained by Landlord for its sole use and defined in the Lease as “Landlord’s Area”; and

WHEREAS, the Lease expires by its terms on August 15, 2026 (the “Lease Expiration Date”); and

WHEREAS, on [*December 1*, 2021], Tenant provided notice to Landlord of its intent to terminate the Lease pursuant to Section 2.03 thereof, and by its execution of the notice, Landlord agreed to waive the waive the ninety (90) day notice requirement provided therein, provided that the termination of Lease shall be contingent upon Tenant’s satisfaction of the conditions set forth in this Agreement; and

WHEREAS, pursuant to the foregoing, Tenant and Landlord desire to terminate the Lease prior to the Lease Expiration Date subject to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. Representations and Warranties of Tenant. Tenant hereby represents and warrants to Landlord that as of the date of Tenant’s execution of this Agreement:

(a) Tenant is duly authorized, created and existing and in good standing under the laws of the State of Texas.

(b) Tenant has the power, authority and legal right to enter into and to perform its obligations set forth in this Agreement, and Tenant’s execution and delivery and performance hereof (i) have been duly authorized by Tenant’s board of directors, (ii) will not violate any applicable judgment, order, law or regulation, and (iii) do not constitute a default under, or, except, as provided in this Agreement, result in the creation of, any lien, charge, encumbrance or security interest upon any assets of Tenant under any agreement or instrument to which Tenant is a party or by which Tenant or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by Tenant and constitutes a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights, and (ii) certain equitable remedies, including specific performance, may be unavailable.

(d) Tenant has no Available Funds (as herein defined) with which to pay Landlord any portion of the 402 Reimbursement (as defined in Section 6.01(c) of the Lease). "Available Funds" means any and all current assets of Tenant, including but not limited to income and revenues from any source (*i.e.*, both under the Lease and outside the Lease), cash and cash equivalents and contributions receivable, including both contributions without donor restrictions and contributions with donor restrictions that are not expressly restricted to prohibit the contributions from being utilized to pay Tenant's financial obligations under the Lease.

(e) Tenant understands that the foregoing representations are a material inducement for Landlord to enter into this Agreement.

2. Termination of the Lease.

(a) Landlord and Tenant hereby agree that the Lease shall terminate effective December 31, 2021 (the "Termination Date"), if, and only if, Landlord has received a payment from Tenant in the manner and amount equal to the Termination Deposit described in subparagraph (b) below and Tenant has satisfied the termination conditions described in subparagraph (c) below on or before the Termination Date.

(b) Tenant shall remain responsible for all obligations under the Lease and all payments due under the Lease during the remaining term thereof, including without limitation payment of all Operating Costs (as defined in Section 3.02 of the Lease), Rent (as defined in Section 3.01(b) of the Lease), real estate taxes and personal property taxes (as provided in Section 3.03 of the Lease) due thereunder through the Termination Date. ***[PROVISION SUBJECT TO REVIEW AND COMMENT:*** In connection with the termination of the Lease, to ensure that Landlord has sufficient funds on hand to make payments on Tenant's behalf for any such obligations that arose prior to January 1, 2022, but are billed to Landlord after January 1, 2022, Tenant shall pay to Landlord a refundable deposit in an amount equal to ***[\$2,500.00]***¹ (the "Termination Deposit") that Landlord may use solely for the purpose of settling Tenant's outstanding financial obligations under the Lease for the month of December 2021. In consideration of Tenant's payment of the Termination Deposit, Landlord shall permit Tenant to store up to twelve (12) filing cabinets (the "Stored Items") on the Premises, within an area designated by Landlord, until ***[March 1, 2022]*** (the "Storage Period"). The Termination Deposit shall be due and payable to Landlord no later than the Termination Date, and Landlord may not use the Termination Deposit for any purpose other than payment of Tenant's outstanding financial obligations under the Lease. Tenant shall remove the Stored Items from the Premises on or before the last day of the Storage Period. Upon Tenant's timely removal of the Stored Items from the

¹ NTD: The amount should reflect the estimated total monthly amount of all operating expenses incurred by Hx over the past several months. Reviewing copies of invoices and bills for recent past payments would assist the parties in calculating the average monthly payments for these costs.

Premises, Landlord shall return the Termination Deposit to Tenant, less any amounts used to settle Tenant's financial obligations under the Lease. In the event that Tenant does not remove the Stored Items from the Premises on or before the last day of the Storage Period, the Termination Deposit shall become non-refundable and shall be retained by Landlord. Notwithstanding the Termination Date, the obligations of Tenant under the Lease shall continue in full force and effect against Tenant until Tenant's removal of the Stored Items from the Premises.]

(c) In connection with the termination of the Lease, Tenant shall satisfy the following conditions (the "Termination Conditions"):

(i) Provide to Landlord all software, data, manuals and other documentation in Tenant's possession associated with operation, maintenance and management of the Premises and all building systems therefor;

(ii) Remove all of Tenant's property except for the Stored Items from the Premises (including movable furniture and movable trade fixtures, but excluding alterations, installations, additions and improvements, fixtures and any software, hardware or other equipment that is related to the operation of HVAC or other building systems) and make all reasonable repairs to the Premises for damages resulting from such removal, in accordance with the requirements of Section 6.03(a) of the Lease;

(iii) Transfer all permits, insurance policies, utility accounts, agreements with third parties and other obligations arising under the Lease (except for that certain cleaning services contract between Tenant and Ultra Clean USA, LLC made and entered into on October 1, 2021 (the "Cleaning Contract")), to Landlord, and provide to Landlord all account numbers, login credentials and other identifying information related to each such permit, policy, account, agreement or other obligation, with all such transfers to become effective January 1, 2022; and

(iv) Cause the Cleaning Contract to be terminated as of the Termination Date, at no cost or expense to Landlord, and provide written documentation of said termination, executed by both Tenant and Ultra Clean USA, LLC, to Landlord;

(v) Provide written notice, in a form subject to Landlord's prior written approval, to all subtenants in the Premises (such subtenants, including those subtenants who rent parking spaces on the Premises or utilize the Premises for mailing address purposes, collectively, the "Subtenants") no later than December 15, 2021, that, beginning on January 1, 2022, all rentals payable by Subtenants shall be remitted to Landlord;

(vi) Contact all Subtenants to identify any Subtenants who have expressed an interest in remaining in the Premises during calendar year 2022 and provide to Landlord a written list of all such Subtenants (the "Prospective Continuing Tenants");

(vii) Return to Landlord all building keys/access cards for the Premises in Tenant's possession; and

(viii) Vacate the premises on or before the Termination Date and surrender the Premises to Landlord in good order and conditions, excepting ordinary wear and tear, subject to the conditions set forth in Section 15.06 of the Lease.

3. Release of Grant Condition and 402 Reimbursement; Negotiation of New Leases. In reliance on Tenant's representations set forth in Section 1, and in consideration of Tenant's payment of the Termination Deposit and satisfaction of all of the Termination Conditions outlined in Section 2 of this Agreement, effective on the Termination Date, Landlord shall release Tenant from its obligations (i) to reimburse Landlord for all or any portion of the Grant (as defined in Section 3.02(b) of the Lease) and (ii) to pay Landlord [\$/_____]², the amount deemed by Landlord to be the remaining balance due and owing on the 402 Reimbursement, provided that the Tenant has paid the Termination Deposit and satisfied the Termination Conditions on or before the Termination Date. In addition to the foregoing, on and after the Termination Date, Landlord will exercise best efforts to negotiate new short-term leases with the Prospective Continuing Tenants.

4. Release. Landlord and Tenant, each for itself and for its successors and assigns, shall release and forever discharge each other party and its affiliates, subsidiaries, successors and assigns, as well as each and every officer, director, employee, agent, representative and shareholder thereof, from and against any and all claims, demands, causes of action, obligations, debts, restitution, damages and liabilities of any nature whatsoever, at law or in equity, whether or not presently known, suspected or claimed, which each party had, now has, claims to have or may have in the future against the other party which arise from or are based in whole on acts or omissions of the Landlord or Tenant occurring after the Termination Date, except for claims related to or in connection with payment of the Termination Deposit or the Termination Conditions and those obligations under the Lease that by their terms survive the termination thereof.

5. Assignment. Tenant hereby represents and warrants to Landlord that, other than such subleases of all or a portion of the Premises as are expressly permitted under Section 12.01 of the Lease, Tenant has not made, nor permitted to be made, a prior assignment or sublease of Tenant's rights under the Lease or any other lease or agreement giving Tenant the right to possess or occupy all or any portion of the Premises.

6. Miscellaneous.

(a) In the event of a conflict in the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall prevail.

(b) Notwithstanding anything to the contrary in the Lease, Tenant and Landlord agree that no further notice or action by either party shall be required to terminate the Lease.

(c) Landlord and Tenant each represent and warrant to the other that the parties executing this Agreement have the power and authority to execute this Agreement and bind their respective parties to the terms of this Agreement.

(d) It is expressly understood and agreed that this Agreement has been fairly and voluntarily entered into by the parties and that each party has fully read and understands the terms hereof.

² NTD: The unpaid principal amount is \$338,285.68. Total amount due and owing to be inserted by Midtown upon calculation of the interest component on the annual payments due from 2017-2021.

(e) This Agreement contains the entire agreement, with respect to the subject matter hereof, between the parties, and all previous communications, representations or agreements, either oral or written, with respect to the subject matter hereof are merged into this Agreement and no agreement or understanding varying or extending the terms hereof will be binding on either party unless written and duly executed by an authorized representative of each party.

(f) This Agreement is and shall be binding upon all parties hereto and shall insure to the benefit of their past, present and future agents, attorneys, officers, directors, employees, successors, assigns and legal representatives as well as all predecessors in interest under the Lease.

(g) This Agreement shall be construed and governed by the laws of the State of Texas. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

(h) This Agreement may be executed in multiple counterparts, each of which shall constitute an original agreement as to the party signing same, and all of which shall constitute a single agreement. Each party may sign and deliver this Agreement electronically or by electronic means, and an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below, with the termination of the Lease to become effective as of the Termination Date.

LANDLORD:

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas public, nonprofit local government
corporation

By: _____

Al Odom
Chair, Board of Directors

Date Executed: December ____, 2021

ATTEST:

By: _____

Caton Fenz
Assistant Secretary, Board of Directors

TENANT:

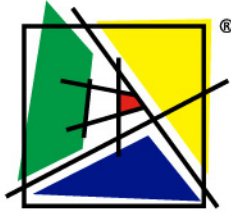
TECHNOLOGY & ENTREPRENEURSHIP
CENTER OF HOUSTON, INC., a Texas nonprofit
corporation, d/b/a Houston Exponential

By: _____

Name: _____

Title: _____

Date Executed: December ____, 2021



midtown
HOUSTON

DRAFT

MIDTOWN AFFORDABLE HOUSING
PROGRAM

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the "Board") do hereby certify as follows:

1. The Board convened in special session on the 9th day of December, 2021, and the roll was called of the duly constituted officers and members of said Board, to-wit:

- | | | |
|---|-------------------|---------------------|
| 1 | Camille Foster | Director |
| 2 | Donald Bond | Director |
| 3 | Vacant | Director |
| 4 | Michael F. Murphy | Director |
| 5 | Al Odom | Chair |
| 6 | Abe S. Goren | Vice Chair |
| 7 | Caton M. Fenz | Assistant Secretary |
| 8 | John Thomas | Director |
| 9 | Zoe Middleton | Director |

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

RESOLUTION AUTHORIZING AN OPTION AGREEMENT WITH CERTAIN DEVELOPERS GRANTING AN OPTION TO ACQUIRE CERTAIN UNIMPROVED PROPERTY OWNED BY THE AUTHORITY FOR THE PURPOSE OF DEVELOPING SINGLE-FAMILY AFFORDABLE HOUSING; AND OTHER MATTERS RELATED THERETO

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

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

SIGNED this _____, 2021.

Secretary, Midtown Redevelopment Authority

RESOLUTION AUTHORIZING AN OPTION AGREEMENT WITH CERTAIN DEVELOPERS GRANTING AN OPTION TO ACQUIRE CERTAIN UNIMPROVED PROPERTY OWNED BY THE AUTHORITY FOR THE PURPOSE OF DEVELOPING SINGLE-FAMILY AFFORDABLE HOUSING; AND OTHER MATTERS RELATED THERETO

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City of Houston (the “City”) created Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”) pursuant to Chapter 311, Texas Tax Code (the “Act”), and approved a preliminary project plan for the Midtown Zone and a preliminary reinvestment zone financing plan for the Midtown Zone; and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (the “Authority”) to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of Midtown and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, the City, the Midtown Zone and the Authority have entered into that certain amended and restated Agreement dated July 18, 2000, and approved as Ordinance No. 2000-494 (the “Tri-Party Agreement”), pursuant to which the City delegated to the Authority the power and authority to administer the Midtown Zone including, but not limited to, the power to engage in activities relating to the acquisition and development of land, construction and improvement of infrastructure in the Midtown Zone, and provide affordable housing, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement and Project and Financing Plan; and

WHEREAS, the Authority’s Board of Directors (the “Board”) has determined that it is in the best interest of the Midtown Zone and the Authority to acquire tracts of land in certain nearby historic neighborhoods to be developed as affordable housing and to commit certain available tax increment or bond proceeds received for this purpose; and

WHEREAS, the Authority has previously acquired certain parcels of land in the Southeast area of the City for such purpose; and

WHEREAS, the Board desires to authorize the Board officers and/or the Executive Director of the Authority (the “Executive Director”) or his designated agent, to act on behalf of the Authority, to enter into an option agreement (the “Option Agreement”), with certain developers relating to the grant of an option to acquire certain unimproved real property owned by the Authority for an amount that is substantially less than the fair market value of such property in order to facilitate the development of decent, safe, sanitary and affordable housing thereon for low and moderate income persons; and

WHEREAS, the form of Option Agreement, attached hereto as **Exhibit I**, sets forth the terms and conditions pursuant to which the Authority will grant a developer the option to acquire certain unimproved real property owned by the Authority as more specifically described in **Exhibit A** to any such Option Agreement, in order to facilitate the development of decent, safe, sanitary, and affordable housing for low and moderate income persons; and

WHEREAS, the Board believes it is in the best interest of the Authority to authorize the Board officers and/or the Executive Director or his designated agent, to act on behalf of the Authority, to execute an Option Agreement with certain developers granting such developers the right to acquire certain unimproved real property owned by the Authority, in order to facilitate the development of decent, safe, sanitary, and affordable housing for low and moderate income persons.

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. That the Board adopts the findings and recitations set out in the preamble to this Resolution and finds them to be true and correct.
2. That the Board hereby approves the terms, conditions and provisions of the Option Agreement substantially in the form attached hereto as **Exhibit I**, including the terms, conditions and provisions of the form of the Special Warranty Deed attached to such Option Agreement as **Exhibit B**, and hereby authorizes the execution by the officers of the Board, and/or the Executive Director or any agent of the Executive Director with delegated authority, of an Option Agreement with certain developers granting such developers an option to acquire certain unimproved real property owned by the Authority (the "Option Property") for an amount that is substantially less than the fair market value of such Option Property.
3. That the Board hereby further authorizes the officers of the Board, the Executive Director, or any agent of the Executive Director with delegated authority, Authority staff and consultants to take the steps necessary to carry out the terms of the Option Agreement, including the payment of any associated costs and legal fees, and to execute any certificates, receipts, affidavits and necessary related agreements pertaining to the execution of an Option Agreement and the grant of an option to acquire certain Option Property described therein.

PASSED AND APPROVED this 9th day of December, 2021.

Al Odom, Board Chair
Midtown Redevelopment Authority

ATTEST:

Caton Fenz, Assistant Secretary
Midtown Redevelopment Authority

DRAFT

EXHIBIT I

Form of Option Agreement

(See Attached)

DRAFT

DRAFT

FORM OF OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), is made and entered into as of this _____ day of _____, 20__ (the "Effective Date"), by and between MIDTOWN REDEVELOPMENT AUTHORITY, a Texas non-profit local government corporation ("MIDTOWN"), and _____, a Texas _____ ("Developer"). MIDTOWN and Developer are collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. Developer plans to develop minimum of _____ (____) single-family homes on the Option Property (as defined herein) consisting of a mix of two, three, and four bedrooms (the "Project") and such homes shall be sold to Qualified Homebuyers (as defined in the Special Warranty Deed, attached hereto and incorporated herein as Exhibit B) whose income does not exceed _____% of AMI.

B. MIDTOWN owns certain unimproved real property described on **Exhibit A** attached hereto and incorporated herein by reference (the "Option Property") which is located in Houston, Harris County, Texas.

C. Developer proposed that MIDTOWN sell the Option Property to Developer for a nominal amount that is substantially below market value in order to subsidize the development of affordable housing thereon, and MIDTOWN upon determining that the Project is consistent with its affordable housing strategy agrees grant to Developer an option to acquire the Option Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00), the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Option.** MIDTOWN hereby grants to Developer the exclusive option to acquire the Option Property upon and subject to the terms and conditions set forth herein (the "Option").

2. **Exercise of Option.** The right of Developer to exercise the Option to acquire the Option Property is conditioned on Developer having first obtained and submitted to MIDTOWN written evidence of the following in connection with the development of the Project (and such related information as Midtown may reasonably request in connection with the development of the Project): (i) commitment(s) for funding in an aggregate amount sufficient to pay the total costs of developing the Project, including any required infrastructure; (ii) commitment(s) for funding from the City of Houston Affordable Housing Development Program ("AHDP") in an amount sufficient to ensure financial feasibility of the Project (unless such requirement is waived in writing by MIDTOWN) and (iii) an executed development and purchase agreement between MIDTOWN and the Developer in form and substance satisfactory to MIDTOWN (items (i) and(ii) collectively, the "Financing Commitments"). Upon Developer's satisfaction of the Financing Commitments and item (iii) hereof, Developer shall have the right to exercise the Option to acquire the Option

Property by delivering written notice (the "Option Notice") to MIDTOWN no later than [180] days from the date of this Option Agreement (the "Outside Option Exercise Date"); provided however, the Outside Option Exercise Date may, at MIDTOWN's sole discretion, be extended, if Developer delivers to MIDTOWN on or before the expiration of the Outside Option Exercise Date, (y) a written Project status report and (z) evidence satisfactory to MIDTOWN of Financing Commitments sufficient to pay the costs of developing the Project with closing to occur within (90) days. The actual date on which the Option Notice is delivered to MIDTOWN is hereafter referred to as the "Option Exercise Date."

3. **Term of Option.** The Option shall remain in full force and effect from and including the Effective Date until the earlier to occur of (and including) the (i) the Outside Option Exercise Date, and (ii) the Closing Date (as defined below) (hereinafter, the "Option Term"). Developer shall not be entitled to exercise the Option after the expiration of the Option Term, except as approved in writing by MIDTOWN in the event of a delay caused by a governmental agency related to permitting or financing. Notwithstanding any other provisions of this Agreement, this Agreement will terminate immediately without further notice from MIDTOWN upon receipt of notification from the City of Houston that Developer is not approved for participation or financing under the City's AHDP.

4. **Terms of Acquisition.** In the event Developer delivers an Option Notice to MIDTOWN in accordance with Section 2 hereof, the Parties agree to consummate the conveyance of the Option Property from MIDTOWN to Developer on and subject to the following terms and conditions:

(a) **Consideration.** MIDTOWN will sell the Option Property to Developer subject to and in accordance with the terms and conditions of this Agreement in consideration of Developer's agreement to accept title to the Option Property subject to or otherwise encumbered by affordable housing use restrictions (the "Affordable Housing Use Restrictions") set forth in the Deed (as defined herein).

(b) **Title Commitment.** During the term of this Agreement, Developer shall have the right to obtain at Developer's cost: (a) a title commitment issued by a national title insurance company, or its agent or affiliate, which is licensed to do business in the State of Texas, as Developer selects in its sole discretion (the "Title Company") setting forth the basis upon which the Title Company is willing to insure title to all parcels of the Option Property (the "Title Commitment"), together with all of the documents listed or referenced in the Title Commitment (the "Exception Documents"), and (b) a current survey of the Option Property prepared in accordance with the then current Minimum Standard Detail Requirements for ALTA ACSM Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors (the "Survey"). Copies of the Title Commitment, Exception Documents and Survey shall be provided to MIDTOWN promptly upon receipt by Developer, and MIDTOWN shall be included as a certified party in the Survey. If the Title Commitment or the Survey, or updates thereof disclose defects or other matters objected to by Developer, Developer shall advise MIDTOWN of the same in writing no later than thirty (30) days after the Option Exercise Date. The Affordable Housing Use Restrictions and any other title exceptions and survey matters not objected to by Developer within said period or waived by Developer in accordance with clause (x) in

the following sentence shall collectively constitute the "Permitted Encumbrances." If MIDTOWN is unable or unwilling to correct such title matters as to which Developer objects, then Developer shall have the right, at its option, either to (x) waive such objections and accept such title as MIDTOWN is able to convey, in which event this Agreement shall continue in full force and effect without change in or to the terms hereof; or (y) terminate this Agreement in writing and the parties hereto shall be thereafter be released from any further obligations hereunder.

(c) **Title Policy.** At Closing, Developer shall obtain, at Developer's expense, a TLTA Owner's Policy of Title Insurance (or pro forma thereof) (the "Title Policy"), issued by the Title Company, insuring fee simple title to Developer as of the date and time of the recording of the Deed, subject only to the Permitted Encumbrances.

(d) **Developer's Due Diligence.** Developer, or its representative, will have the right to enter the Option Property at any time after the Effective Date, and will have the right to conduct tests and inspections, including Phase I environmental studies (and if recommended by the Phase I, a Phase II environmental study), surveys, preliminary engineering, site planning, soil boring tests and other appropriate inspections and tests as Developer deems necessary provided that Developer (i) provides MIDTOWN with prior notice of the proposed time and nature of any such studies, tests and inspections; (ii) conducts such studies, tests and inspections during normal business hours, at times reasonably approved by MIDTOWN; (iii) if reasonably requested by MIDTOWN, conducts such studies, tests and inspections in the presence of a representative of MIDTOWN (provided that the presence of such a representative shall not be a condition precedent to conducting such tests and inspections if Developer otherwise complies with clauses (i) and (ii) above); and (iv) promptly provides MIDTOWN with copies of written reports received from its contractors arising out of such studies, tests and inspections. In the event either Party rightfully terminates this Agreement prior to Closing or the Option Term expires without a Closing, Developer shall promptly repair any material damages to the Option Property caused by Developer's inspections or testing of the Option Property, restore the Option Property to substantially the same or better condition than existed prior to such inspections or testing and **indemnify and hold MIDTOWN harmless for any and all actual claims and damages arising in connection with such inspections or testing**; provided, however, that in no event shall the scope of the foregoing indemnification obligations include (x) claims or damages arising out of the acts or omissions of MIDTOWN or its agents, employees, contractors or other representatives, (y) any diminution in value to the Option Property unless such diminution in value results from acts or omissions of Developer or its agents, employees, contractors or other representatives, nor (z) the mere discovery of existing conditions in, on or under the Option Property.

(e) **Covenants Regarding the Option Property.** From and after the Effective Date until the earlier of the Closing or the expiration or termination of this Agreement (i) neither MIDTOWN nor its agents or representatives will make or enter into any lease for the Option Property or any portion thereof or make or enter into any other contract, or other agreement affecting the Option Property, any part thereof or any interest therein other than contracts related to the improvement and maintenance of and security for the Option Property and contracts or leases which will terminate or expire on or before conveyance of the Option Property to Developer; (ii) MIDTOWN will take no action which will materially or adversely affect the condition of the Option Property or any portion thereof; and (iii) MIDTOWN will not enter into any mortgage,

deed of trust, lien, covenant, condition, restriction, easement or right-of-way which would encumber the Option Property after Closing without the prior written consent of Developer.

(f) **Condition of the Option Property at Closing.** At Closing, MIDTOWN will deliver the Option Property to Developer "as is, where is and with all faults."

(g) **Form of Deed.** At Closing, MIDTOWN will convey by special warranty deed to Developer indefeasible fee simple title to the Option Property, subject only to the Permitted Encumbrances, including the Affordable Housing Use Restrictions, and to the general encumbrances and "as is" provisions set forth in the Special Warranty Deed, substantially in the form of **Exhibit B** attached hereto and incorporated herein for all purposes (the "Deed"). The legal description of the Option Property set forth in the Title Commitment and Survey shall be incorporated into the Deed on approval of the same by MIDTOWN and the Title Company.

(h) **Governmental Authorizations.** Prior to the Closing, Developer, and its agents, representatives, and designees shall have the right to pursue all necessary authorizations, including, without limitation, permits, registrations, licenses, and any other approvals necessary for the intended use of the Option Property, from all applicable governmental authorities on such terms and conditions, as Developer deems acceptable and at Developer's expense (collectively, "Governmental Authorizations"); and to the extent necessary in connection therewith, MIDTOWN will reasonably cooperate with Developer in Developer's efforts to obtain any necessary Governmental Authorizations, including without limitation by executing any applications, agreements, affidavits, or other documentation that requires MIDTOWN's signature or acknowledgment and by providing any information necessary for the processing of any Governmental Authorizations provided that MIDTOWN shall not be required to incur any expense in connection with such matters. The foregoing notwithstanding, Developer shall not file or record any documents in the public records of Harris County, Texas in connection with the Governmental Authorizations or the Option Property until after Closing, except as described in Section 13 below.

(i) **Taxes and Assessments and Other Adjustments.** MIDTOWN shall pay in full all taxes, general and special, against the Option Property, if any, which are due or have accrued up to the Closing Date, and Developer shall pay all such taxes and assessments and installments of unpaid special assessments becoming due or accruing from and after the Closing Date. In the event that the amount of any such tax or assessment for the year in which the Closing Date occurs cannot be determined, then such proration shall be based upon 105% of the amount of such tax or assessment for the preceding year. Except as otherwise expressly set forth herein, any other items of revenue or expense shall be adjusted and prorated in the manner typically adjusted or prorated in connection with the conveyance of unimproved real property in Texas.

(j) **Closing.** The closing of the conveyance of the Option Property (the "Closing") will take place in the offices of Title Company on a mutually agreeable date and time no later than sixty (60) days after Option Exercise Date. The date on which Closing actually occurs shall be referred to herein as the "Closing Date".

At Closing, MIDTOWN shall deliver to Developer and Title Company the following (collectively, the "Seller's Closing Documents"):

- (i) The Deed conveying the Option Property to Developer;
- (ii) An Affidavit of Non-Foreign Status of MIDTOWN;
- (iii) Such statutory notices, authorizing resolutions and other documents (such as commercially reasonable affidavits) as may be required by the Title Company in order for the Title Company to issue the Title Policy; and
- (iv) Such other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby.

At Closing, Developer shall deliver to MIDTOWN and Title Company the following:

- (a) Original executed counterpart of the Deed;
- (b) Such statutory notices, authorizing resolutions and other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby or as may be required by the Title Company in order for the Title Company to issue the Title Policy.

At Closing, (x) Developer shall pay MIDTOWN's attorneys' fees up to \$15,000, and (y) Developer shall pay the cost of its attorneys' fees (if any) and all other costs of Closing including, without limitation, the escrow fees of Title Company, the premiums for the Title Policy and all endorsements thereto, the recording fees for the Deed and the costs of its inspections and the Survey.

(k) **Tax Credit Approval:**

(l) **Funding.** As a further condition precedent to each party's obligation to close under this Agreement, Developer shall have received and provided MIDTOWN with written evidence, satisfactory to Midtown, of Financing Commitments sufficient to pay the costs of developing the Project, including any required infrastructure.

(m) **Development.** As a further condition precedent to each party's obligation to close under this Agreement, Developer and MIDTOWN or a designated affiliate shall have entered into a development and purchase agreement for the development of the Project, which agreement shall be in form and substance satisfactory to MIDTOWN.

5. **Representations and Warranties of MIDTOWN.** MIDTOWN represents and warrants to Developer the accuracy of the following statements as of the Effective Date hereof and the date of Closing.

- (a) MIDTOWN is a non-profit local government corporation that is duly organized and validly existing and in good standing under the laws of the State of Texas.

- (b) MIDTOWN has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the conveyance of the Option Property in the event that Developer exercises the Option hereunder.
- (c) MIDTOWN is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.
- (d) This Agreement is, and (when executed and delivered to Developer at the Closing) the Deed will be, a valid and binding obligation of MIDTOWN, enforceable against MIDTOWN by Developer in accordance with its terms, except in each case to the extent limited by application of general principles of equity and by bankruptcy, insolvency, debtor relief, and similar laws of general application affecting the enforcement of contractual rights and obligations and such laws as are applicable to governmental entities.
- (e) To the actual knowledge of the Executive Director of MIDTOWN without the duty of investigation or inquiry, there is no pending or threatened claim, cause of action, proceeding, or other litigation involving the Option Property (including but not limited to eminent domain, takings or condemnation of any portion of the Option Property or violations of applicable law) or MIDTOWN to the extent that same, if decided adversely to MIDTOWN would result in a lien against, or be binding upon the owner of, the Option Property from and after the Closing Date.

The representations and warranties set forth in this Section 5 shall survive Closing for a period of one (1) year.

6. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE SELLER'S CLOSING DOCUMENTS:

- (a) THE OPTION PROPERTY IS BEING ACQUIRED "AS IS, WHERE IS, AND WITH ALL FAULTS;" AND
- (b) MIDTOWN MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, VALUE OR QUALITY OF ANY OF THE OPTION PROPERTY, OR THE USE OR SUITABILITY THEREOF FOR ANY INTENDED PURPOSE, OR THE ABSENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, OR THE WORKMANSHIP THEREOF, OR THE EXISTENCE, COMPLIANCE WITH OR SUFFICIENCY OF ANY LICENSES HELD OR REQUIRED IN CONNECTION WITH THE OWNERSHIP, USE OR OPERATION THEREOF, OR WITH RESPECT TO THE STATUS, ASSIGNABILITY OR RIGHTS UNDER ANY CONTRACT, LICENSE OR ANY OTHER MATTERS, OR THE RISKS THAT MIGHT BE ENCOUNTERED IN THE OPERATION THEREOF.

THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, OR THE DEED ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE OPTION PROPERTY AND RIGHTS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE. DEVELOPER HAS BEEN, OR WILL BE GIVEN UNDER THIS AGREEMENT THE OPPORTUNITY TO PERFORM THE DUE DILIGENCE IT DEEMS NECESSARY IN ORDER TO MAKE AN INFORMED DECISION AS TO WHETHER TO CONSUMMATE THE TRANSACTIONS DESCRIBED HEREIN. THE TERMS AND PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE CLOSING.

7. **Notices.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given (except as otherwise provided herein) when received if (i) delivered by hand, (ii) deposited with a widely recognized national overnight courier service, or (iii) transmitted by electronic mail (provided that a copy of such notice is subsequently delivered within one (1) business day by one of the methods described in clauses (i) or (ii) above), and in each case addressed to each Party at its address set forth below:

If to MIDTOWN:

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director
Email: mattt@houstonmidtown.com

With copy to:

Peggy Foreman
Burney & Foreman
5445 Almeda, Suite 400
Houston, Texas 77004
Email: pforeman@burneyandforeman.com

and

Barron F. Wallace
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002-2770
Email: Barron.Wallace@bracewell.com

If to Developer:

Houston, TX 770_____
Attention: _____,
Email: _____

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. Either Party may from time to time change its notice address hereunder, upon written notice to the other Party. Notice tendered by counsel to one of the Parties hereto shall be deemed notice from the applicable Party itself.

8. **Developer's Remedies.** In the event of any material breach of or default under this Agreement or any of the terms and provisions hereof by MIDTOWN, Developer's sole remedies shall be to: (i) demand specific performance of MIDTOWN's obligation to close under this Agreement, provided that (A) Developer delivered the Option Notice (B) Developer is not in material breach or default of its obligations under this Agreement, and (C) all conditions precedent to MIDTOWN's obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement. The foregoing shall not limit MIDTOWN's liability for breaches under Section 5 of this Agreement, which shall be limited to Developer's actual damages for any breach thereof.

9. **MIDTOWN's Remedies.** In the event of any material breach of or default under this Agreement or any of the terms or provisions hereof by Developer, MIDTOWN's sole remedies shall be to: (i) demand specific performance of Developer's obligation to close under this Agreement, provided that (A) Developer has delivered the Option Notice, (B) MIDTOWN is not in material breach or default of its obligations under this Agreement, and (C) all conditions precedent to Developer's obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement.

10. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon MIDTOWN and Developer and their respective representatives, successors and assigns, and shall run with the land.

11. **Assignments.** Developer shall not be entitled to assign this Agreement or any rights hereunder without the prior written consent of MIDTOWN. In the event of an assignment of this Agreement to an Affiliate of Developer formed for the purpose of taking title to the Option Property, and upon such assignment, the assignee shall assume in writing all of Developer's rights and obligations under this Agreement. Subject to MIDTOWN's consent, Developer may be released and discharged from its obligations under this Agreement only after a fully executed copy of any such assignment and assumption is fully executed by all parties thereto. As used in this Section 11, the term "Affiliate" shall mean an entity that controls, is controlled by or is under common control with Developer.

12. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas.

13. **Recording.** The Parties agree that this Agreement will not be recorded in the public records of Harris County, Texas; provided, however, that the parties agree to (a) execute and deliver a memorandum of this Agreement and a termination of memorandum of this Agreement on the Effective Date, each in recordable form and otherwise in form reasonably acceptable to the

parties hereto, (b) have the memorandum of this Agreement recorded at the sole cost and expense of Developer on or promptly after the Effective Date, and (c) deposit the termination of memorandum of this Agreement with Burney & Foreman to hold in escrow until the earlier to occur of (i) either (A) the Outside Option Exercise Date if Developer has not delivered the Option Notice prior to such date, or (B) any early termination of this Agreement, in either of which cases the termination shall be recorded, or (ii) the Closing Date, in which case the termination shall be destroyed by Burney & Foreman and be of no further force or effect.

14. **Attorneys' Fees.** In the event either Party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party as determined by the court is entitled to recover its attorneys' fees and expenses.

15. **Counterparts.** The Parties acknowledge and agree that this Agreement may be executed by original or scanned signatures in any number of counterpart original instruments, all of which taken together shall constitute one fully executed Agreement.

16. **Timing.** Time is of the essence. If any day on which an event is scheduled to occur under this Agreement falls on a Saturday or Sunday or legal holiday, the time period for such event shall be automatically extended until the next business day.

17. **Severability.** All of the terms, covenants or conditions contained in this Agreement shall be construed together, but if it shall at any time be held that any one of said terms, covenants or conditions or any part thereof, is invalid or for any reason becomes unenforceable, no other terms, covenants, or conditions or any part thereof shall be thereby affected or impaired.

18. **Brokers.** MIDTOWN and Developer each represent and warrant to the other that, no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees, to the extent allowed by law, to hold the other harmless against the payment of any commission to any other person or entity claiming by, through or under such party.

19. **Statutory Notices:** MIDTOWN hereby gives and Developer hereby acknowledges the following notices and disclosures regarding the Option Property and agrees to execute related documents on or before Closing at the request of MIDTOWN or Title Company:

(1) **Statutory District Notice:** If the Option Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires MIDTOWN to deliver and Developer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district.

(2) **Tide Water:** If the Option Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in this Agreement.

(3) **Public Improvement Districts:** If the Option Property is in a public improvement district, §5.014, Property Code, requires MIDTOWN to notify Developer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a

municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Failure to pay the assessments could result in a lien on and the foreclosure of the Option Property.

(4) Additional Taxes: The following disclosure is made for the purpose of complying with the provisions of Section 5.010 of the Texas Property Code:

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for the appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located

[Remainder of page intentionally left blank; signature pages follow]

MIDTOWN and Developer have executed this Agreement as of the Effective Date.

MIDTOWN:

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas non-profit local government corporation

By: _____
Name: _____
Title: _____

DEVELOPER:

_____, a Texas _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Option Property

DRAFT

EXHIBIT B

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT MIDTOWN REDEVELOPMENT AUTHORITY, a public not for profit local government corporation ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto _____, a _____, created and organized under the laws of the State of Texas ("**Grantee or Developer**"), whose address is _____, Houston, Texas 770_____, that certain tract or parcel of land in Harris County, Texas more particularly described in **Appendix A** attached hereto and incorporated herein by this reference, together with all improvements thereon and all rights and interests appurtenant thereto (such land, improvements, rights and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Developer subject to all matters of record in the office of the County Clerk of Harris County, Texas, and all matters that a true and correct on-the-ground survey of the Property would reveal, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Encumbrances**").

RESTRICTION TO AFFORDABLE HOUSING USE

1. Definitions. Unless a particular word or phrase is otherwise defined or the context otherwise requires, capitalized words and phrases used in this Special Warranty Deed shall have the following meanings:

“Affordable Housing” means

- (i) housing that is for purchase by a family if the housing has an initial purchase price that does not exceed ninety-five (95%) percent of the median purchase price for the type of single family housing (1 to 4 family residence, condominium unit, cooperative unit, combination manufactured home and

lot, or manufactured home lot) for the City of Houston as determined by the Department of Housing and Urban Development (“HUD”) and has an estimated appraised value at acquisition, if standard, or after any repair needed to meet property standards set out in 24 CFR 92.251, that does not exceed ninety-five (95%) percent of the median purchase price described above;

- (ii) housing that is the principal residence of an owner whose family qualifies as a Very Low, Low, or Moderate Income Family at the time of purchase; and
- (iii) housing that is subject, for the Affordability Period, to restrictions or recapture provisions as provided in the Restrictions herein.

“Affordability Period” means the minimum period of time during which a Qualified Homebuyer must own and occupy a particular single-family residence built on the Property (“Affordable Housing Unit”) as his/her principal residence, which period shall be:

- (i) twenty (20) years for Property receiving assistance under this Agreement, provided, however, that if the Qualified Homebuyer receives federal HOME Program assistance in an amount over \$40,000.00, then the Affordability Period shall be twenty-five (25) years; unless,
- (ii) the Zone is no longer in existence, in which case, the period shall end the first day that the Zone is no longer in existence.

“Low Income Family” means a family whose annual income exceeds 50% but does not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Moderate Income Family” means a family whose annual income exceeds 80% but does not exceed 120% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Qualified Homebuyer” means:

- (i) a Very Low Income Family;
- (ii) a Low Income Family; or
- (iii) a Moderate Income Family.

“Very Low Income Family” means a family whose annual income does not exceed 50% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Zone” means Reinvestment Zone Number Two, City of Houston, Texas, a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code.

2. Restrictions. As a material portion of the consideration for this Special Warranty Deed and the conveyance hereinabove set forth, this Special Warranty Deed is executed by Grantor and accepted by Developer subject to the following restrictions (the “**Restrictions**”), which are hereby adopted and established for, imposed upon and made applicable to the Property:

(a) The Property, and any improvements constructed on the Property, shall (i) be used exclusively to provide Affordable Housing for a period of not less than the Affordability Period as defined in this Special Warranty Deed, (ii) be owned and occupied by a Qualified Homebuyer as such Qualified Homebuyer’s principal residence at all times during the Affordability Period, (iii) not be used as a rental house, lodging house, rooming house, hotel, "bed and breakfast", listed on AIRBNB or other similar listing services for short-term or long-term lease or rental or for any commercial, business or professional purpose, and (iv) comply with the Project Specifications, attached hereto as **Appendix B**.

(b) Any holder of a first lien deed of trust on any portion of the Property owned by a Qualified Homebuyer (a “First Lien Deed of Trust”), shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and/or (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust.

The Restrictions shall run with the Property, shall be binding on Developer, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of Grantor, its successors and assigns for the term of the Restrictions.

3. Covenants Running with the Land. All of the agreements, conditions, and restrictions contained in this Special Warranty Deed shall be deemed covenants running with the land and shall inure to the benefit of Developer as the owner of the Property and each successor owner of any of the Property and the Grantor and its successors and assigns (the “Benefitted Party(ies)”).

4. Reconveyance Right. If at any time during the Affordability Period, the Property is not being used in compliance with the Restrictions, Grantor reserves and shall have the right (the “Reconveyance Right”), but not the obligation, to require Developer or its successors and assigns to reconvey the Property (together with all improvements thereon and appurtenances thereto) to Grantor. Closing upon such reconveyance transaction shall be completed within 30 days from the date of Grantor's notice to Developer or its successors and assigns of its election to exercise its Reconveyance Right. The Property shall be reconveyed by Developer or its successors and assigns free and clear of any and all monetary liens and any other exceptions to title other than the Permitted Encumbrances and such other encumbrances to title that are reasonably acceptable to Grantor. This Reconveyance Right shall automatically terminate upon the expiration of the term of the Restrictions. This Reconveyance Right shall be subordinate to the rights of any holder of a First Lien Deed of Trust on the Property provided such holder of a First Lien Deed of Trust, shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and (iii) the right and opportunity to purchase the indebtedness secured

by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust prior to the day of foreclosure.

5. Recapture Upon Sale During the Affordability Period. If at any time during the Affordability Period, the Developer or its successors and assigns enters into a contract to sell or otherwise transfers the Property (together with all improvements thereon and appurtenances thereto) either voluntarily or involuntarily to a third party other than the initial Qualified Homebuyer (the "Third Party Purchaser"), Grantor shall recapture from the available net proceeds of such sale an amount equal to _____ **DOLLARS AND NO/\$100 (\$ _____)** (the "Recapture Amount"). Within 14 business days of receipt of the Recapture Amount, Grantor shall release the Restrictions imposed hereunder. The obligations established under this Special Warranty Deed shall be secured by a Promissory Note and Subordinate Lien Deed of Trust. Available net proceeds are the funds remaining after payment of any superior liens and any closing costs.

6. Right of First Refusal. If, at any time during the Affordability Period (as defined herein) the Developer or its successors and assigns desires to sell the Property (together with all improvements thereon and appurtenances thereto) to a Third Party Purchaser (as defined herein), Developer or its successors and assigns shall deliver to the Grantor, at the address provided in Section 12 hereof (or such organization's then current address), written notice specifying the sales price and other relevant terms and conditions of the proposed sale. The Grantor shall have thirty (30) days to notify Developer or its successors and assigns whether Grantor will exercise its option to purchase the Property at fair market value and under the same terms and conditions, provided that Grantor's offer may include non-material terms and conditions which do not cause any delay or expense to Developer or its successors and assigns. If Grantor delivers written notice to Developer or its successors and assigns within such thirty (30) day period that Grantor elects to exercise its option, then Developer or its successors and assigns shall sell the Property to Grantor at the specified sales price and under the conditions specified by Grantor. If Grantor fails to deliver written notice to Developer or its successors and assigns within such thirty (30) day period, then Grantor shall be deemed to have elected not to exercise its right of first refusal. The foregoing process shall apply only with respect to Grantor's right of first refusal to buy the Property, and shall not constitute approval of any sale of all or a portion of the Property to any third party for any purpose. Developer or its successors and assigns shall be bound by the terms and conditions of this Right of First Refusal for each and every new, bonafide offer received by Developer to purchase all or any part of the property. Notices required by this Section shall be given in accordance with the provisions of Section 12 hereof.

7. Attorneys' Fees. In the event any party or parties shall institute any action or proceeding, excluding any arbitration proceeding, against the other party or parties relating to the provisions of the Restrictions set forth in this Special Warranty Deed, or any default hereunder, then, and in that event, the non-prevailing party or parties in such action or proceeding shall reimburse the prevailing party or parties for the reasonable expenses of attorneys' fees and disbursements incurred in connection with such action or proceeding.

8. Governing Law. The Restrictions shall be governed by and construed in accordance with the laws of the State of Texas.

9. Injunctive Relief. In the event of any violation or threatened violation by any person of any of the terms, restrictions, or conditions of this Special Warranty Deed, any of the Benefitted Parties shall have the right to seek an injunction to enjoin such violation or threatened violation in a court of competent jurisdiction.

10. Waiver of Default. No waiver of any violation of the Restrictions shall be implied from any omission by any Benefitted Party to take any action in respect of such violation if such violation continues or is repeated. No express waiver of any violation shall affect any violation or cover any period of time other than the violation and period of time specified in such express waiver. One or more waivers of any violation of any term contained in this shall not be deemed to be a waiver of any subsequent violation of the same term contained in the Restrictions. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any party by the Restrictions shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity, which any such party might otherwise have by virtue of a violation under the Restrictions, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

11. Amendments. The Restrictions may be amended or modified only by a written instrument executed by all of the then owners of the Property, their respective Mortgagees, if any, and the Grantor. Except as otherwise provided herein, any termination of the Restrictions will require the prior written consent of all owners of the Property, their respective Mortgagees, if any, and the Grantor. Each of such owners will provide the name and address of applicable Mortgagees upon receipt of a written request therefor from any owner seeking to amend the Restrictions. As used in the Restrictions, the term "Mortgagee" means the trustee and beneficiary under a Mortgage, and the term "Mortgage" means any deed of trust encumbering all or any portion of the Property.

12. Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed sufficiently given for all purposes when delivered personally, when sent by certified or registered mail, postage prepaid, return receipt requested or by private courier service, in each case, with the address as indicated below; provided that any such notices, demands or other communications shall be deemed effective only upon receipt. Each party may, by written notice given to the other party, designate any other address or addresses to which notices, demands and other communications to them shall be sent as contemplated in this Special Warranty Deed. Until otherwise so provided, by the respective parties, all notices, demands and communications to each of them shall be addressed as follows:

GRANTOR:

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director

DEVELOPER:

Houston, TX 770 ____
Attn: _____

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Developer, its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Developer, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE subject to the Permitted Encumbrances, the Restrictions and the matters herein stated.

[Execution Page to Follow]

EXECUTED this the ____ day of _____, 202__.

“GRANTOR”

MIDTOWN REDEVELOPMENT
AUTHORITY, a public not for profit local
government corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this ____ day of _____, 202__, by _____, _____ of MIDTOWN REDEVELOPMENT AUTHORITY, a public not for profit local government corporation, on behalf of said entity.

Notary Public in and for the State of Texas

My commission expires: _____

[SEAL]

Developer's Acceptance of Special Warranty Deed

Developer accepts this Special Warranty Deed and consents to its form and substance. Developer expressly agrees to the terms and conditions set forth herein and acknowledges that it has read and accepts the obligations imposed on it by the terms hereof. Developer further acknowledges that the provisions of this Special Warranty Deed are binding on and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns.

EXECUTED this ____ day of _____, 20__.

"DEVELOPER"

_____,
a Texas _____

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____,
202__, by _____, _____ of
_____, a Texas _____, on behalf of said
entity.

Notary Public in and for the State of Texas

My commission expires: _____

[SEAL]

Appendix A
to
Special Warranty Deed

Property Description

DRAFT

EXHIBIT B

PERMITTED ENCUMBRANCES OF RECORD

[To be inserted from title commitment.]

DRAFT

DRAFT

To: Todd Edwards
Midtown Redevelopment Authority

From: Roberta Burroughs
Comprehensive Review Process (CRP) Team

Re: Recommendation Pertaining to Southern Palms Affordable Housing Program Application

Date: December 2, 2021

Midtown Redevelopment Authority (MRA) is acting as the conduit entity for four applicants to the City of Houston Housing and Community Development Department (HHCDD) Affordable Housing Development Program (AHDP). This conduit role has been undertaken due to the challenge of achieving affordability, despite the role that MRA plays in making land available at no- or low-cost to developers.

If approved by the MRA board of directors, MRA-owned land would be conveyed for the four single family affordable housing developments featured in the AHDP Preliminary Applications prepared on behalf of four developers. (One of the four developers for which MRA is acting as the conduit applicant is Houston Business Development Inc.; MRA land has previously been conveyed to this developer.)

The AHDP goal is to support the development of 2000 units of single family for-sale housing, with priority given to projects with homes that are ready for occupancy no later than Fall 2023. The City plans to leverage U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery funds and City of Houston TIRZ housing funds to support this program.

HHCDD has adopted a two-step process. The first step is the submission of a Preliminary Application. Proposers that meet the program guidelines and are deemed to demonstrate a strong likelihood of exceptional outcomes will be invited to submit a Full Application.

Mayberry Homes, Inc. is one of the developers on whose behalf MRA has prepared a Preliminary Application. The application features a request for infrastructure dollars to support the development of Southern Palms, a 55-unit single family for sale affordable housing development in the Greater OST/South Union neighborhood. Southern Palms would be built on three contiguous tracts of land currently owned by MRA. (*See below.*)

Herewith is a request for approval to move forward with negotiations with the developer to provide site control and subsequently enter into a Development and Purchase Agreement with Cole Klein subject to the approval of the HHCDD Preliminary Application. An additional contingency is the completion of successful negotiations with the CRP review team.

PROJECT DESCRIPTION

Mayberry Homes, Inc. is proposing to build a combination of single family detached homes and town homes. The homes in Southern Palms would be two- and three-bedroom units that range in price from \$192,040 to \$205,940. Home designs will be required to be consistent with the character of existing homes in the surrounding neighborhood.

Three contiguous, aggregated tracts are proposed for the development, as shown below.

PROPOSED SOUTHERN PALMS TRACTS		
ADDRESS	SQ. FT.	HCAD NUMBER
5302 Martin Luther King Jr Blvd	55,874	0650600000036
5306 Martin Luther King Jr Blvd	35,406	0650600000034
5320 Martin Luther King Jr Blvd	49,736	0650600000030
TOTAL SQ.FT	141,016	
TOTAL PROPOSED SINGLE FAMILY UNITS		55

Although the City of Houston AHDP is supporting both market rate and affordable homes, all Mayberry Homes units built on MRA land would be required to be sold to low-moderate income households. Other conditions include the following:

- Final home purchase prices may not exceed \$250,000 in accordance with AHDP program guidelines.
- Site control will be granted for a term of 12 months for purposes of the City of Houston AHDP application. However, MRA may, at its sole option, extend the site control term in order to meet City of Houston AHDP application conditions.
- If the City of Houston Housing and Community Development Department rejects Mayberry Homes' Preliminary Application or its Full AHDP application, MRA reserves the right to revoke its grant of site control.

APPLICANT EXPERIENCE

Mayberry Homes Inc. is one of the most prolific builders engaged with the *Southeast Houston Affordable Housing Initiative* introduced in the **Midtown Affordable Housing Plan**, which is being implemented by MRA and the Center for Civic and Public Policy Improvement. Mayberry Homes has either completed or has under construction 30 aesthetically pleasing, quality single family for-sale homes on land tracts that MRA sold at the nominal cost of \$1.50 per square foot (substantially below market value).

DRAFT

To: Todd Edwards
Midtown Redevelopment Authority

From: Roberta Burroughs
Comprehensive Review Process (CRP) Team

Re: Recommendation Pertaining to Palm Place Affordable Housing Program Application

Date: December 2, 2021

Midtown Redevelopment Authority (MRA) is acting as the conduit entity for four applicants to the City of Houston Housing and Community Development Department (HHCDD) Affordable Housing Development Program (AHDP). This conduit role has been undertaken due to the challenge of achieving affordability, despite the role that MRA plays in making land available at no- or low-cost to developers.

If approved by the MRA board of directors, MRA-owned land would be conveyed for the four single family affordable housing developments featured in the AHDP Preliminary Applications prepared on behalf of four developers. (One of the four developers for which MRA is acting as the conduit applicant is Houston Business Development Inc.; MRA land has previously been conveyed to this developer.)

The AHDP goal is to support the development of 2000 units of single family for-sale housing, with priority given to projects with homes that are ready for occupancy no later than Fall 2023. The City plans to leverage U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery funds and City of Houston TIRZ housing funds to support this program.

HHCDD has adopted a two-step process. The first step is the submission of a Preliminary Application. Proposers that meet the program guidelines and are deemed to demonstrate a strong likelihood of exceptional outcomes will be invited to submit a Full Application.

Daggett Jones Development is one of the developers on whose behalf MRA has prepared a Preliminary Application. The application features a request for infrastructure dollars to support the development of Palm Place, a 40-unit single family for sale affordable housing development in the Greater OST/South Union neighborhood. Palm Place Palms would be built on a 3.5-acre tract of land currently owned by MRA. (*See below.*)

Herewith is a request for approval to move forward with negotiations with the developer to provide site control and subsequently enter into a Development and Purchase Agreement with Cole Klein subject to the approval of the HHCDD Preliminary Application. An additional contingency is the completion of successful negotiations with the CRP review team.

PROJECT DESCRIPTION

Daggett Jones Development is proposing to build a combination of single family detached homes and town homes, with sales prices ranging from \$199,990 to \$230,999. The units would contain three bedrooms and two baths. Home designs will be required to be consistent with the character of existing homes in the surrounding neighborhood.

One tract of land is proposed for the development, as shown below.

PROPOSED PALM PLACE TRACT		
ADDRESS	SQ. FT.	HCAD NUMBER
5635 Martin Luther King Jr Blvd	127,630	0410070310013
TOTAL PROPOSED SINGLE FAMILY UNITS		40

Although the City of Houston AHDP is supporting both market rate and affordable homes, all Daggett Jones Development housing units built on MRA land would be required to be sold to low-moderate income households. Other conditions include the following:

- Final home purchase prices may not exceed \$250,000, in accordance with AHDP program guidelines.
- Site control will be granted for a term of 12 months for purposes of the City of Houston AHDP application. However, MRA may, at its sole option, extend the site control term in order to meet City of Houston AHDP application conditions.
- If the City of Houston Housing and Community Development Department rejects Daggett Jones' Preliminary AHDP Application or its Full AHDP application, MRA reserves the right to revoke its grant of site control.

APPLICANT EXPERIENCE

Daggett Jones is a new builder for the *Southeast Houston Affordable Housing Initiative* introduced in the **Midtown Affordable Housing Plan**, which is being implemented by MRA and the Center for Civic and Public Policy Improvement. However, Daggett Jones represents that it has built hundreds of single family homes in Texas and other locations.

DRAFT

To: Todd Edwards
Midtown Redevelopment Authority

From: Roberta Burroughs
Comprehensive Review Process (CRP) Team

Re: Recommendation Pertaining to Milart Place Affordable Housing Program Application

Date: December 2, 2021

Midtown Redevelopment Authority (MRA) is acting as the conduit entity for four applicants to the City of Houston Housing and Community Development Department (HHCDD) Affordable Housing Development Program (AHDP). This conduit role has been undertaken due to the challenge of achieving affordability, despite the role that MRA plays in making land available at no- or low-cost to developers.

If approved by the MRA board of directors, MRA-owned land would be conveyed for the four single family affordable housing developments featured in the AHDP Preliminary Applications prepared on behalf of four developers. (One of the four developers for which MRA is acting as the conduit applicant is Houston Business Development Inc.; MRA land has previously been conveyed to this developer.)

The AHDP goal is to support the development of 2000 units of single family for-sale housing, with priority given to projects with homes that are ready for occupancy no later than Fall 2023. The City plans to leverage U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery funds and City of Houston TIRZ housing funds to support this program.

HHCDD has adopted a two-step process. The first step is the submission of a Preliminary Application. Proposers that meet the program guidelines and are deemed to demonstrate a strong likelihood of exceptional outcomes will be invited to submit a Full Application.

Cole Klein Builders LLC ("Cole Klein") is one of the developers on whose behalf MRA has prepared a Preliminary Application. The application features a request for infrastructure dollars to support the development of Milart Place, a 43-unit single family for sale affordable housing development in the Greater OST/South Union neighborhood. Milart Place would be built on four contiguous tracts of land currently owned by MRA. (*See below.*)

Herewith is a request for approval to move forward with negotiations with the developer to provide site control and subsequently enter into a Development and Purchase Agreement with Cole Klein subject to the approval of the HHCCDD Preliminary Application. An additional contingency is the completion of successful negotiations with the CRP review team.

PROJECT DESCRIPTION

Cole Klein is proposing to build a combination of single family detached homes and town homes that would contain two, three, and four bedrooms. The proposed sales price range is \$180,000 to \$250,000. Home designs will be required to be consistent with the character of existing homes in the surrounding neighborhood.

Four contiguous, aggregated tracts are proposed for the Milart Place development, as shown below.

PROPOSED MILART PLACE TRACTS		
ADDRESS	SQ. FT.	HCAD NUMBER
0 MILART ST	35,933	0680030000075
5625 MILART ST	29,857	0680030000015
5753 MILART ST	23,600	0680030000003
5103 GRIGGS RD	37,854	0410070170013
TOTAL SQ FT	127,244	
TOTAL PROPOSED SINGLE FAMILY UNITS		43

Although the City of Houston AHDP is supporting both market rate and affordable homes, all Cole-Klein homes built on MRA land would be required to be sold to low-moderate income households. Other conditions include the following:

- Home purchase prices may not exceed \$250,000, in accordance with AHDP program guidelines.
- Site control will be granted for a term of 12 months for purposes of the City of Houston AHDP application. However, MRA may, at its sole option, extend the site control term in order to meet City of Houston AHDP application conditions.
- If the City of Houston HHCDD rejects Cole Klein's Preliminary AHDP Application or its Full AHDP application, MRA reserves the right to revoke its grant of site control.

APPLICANT EXPERIENCE

Cole Klein is one of the builders engaged with the *Southeast Houston Affordable Housing Initiative* introduced in the **Midtown Affordable Housing Plan**, which is being implemented by MRA and the Center for Civic and Public Policy Improvement. Cole Klein has completed the construction and sale of 19 attractive, quality single family for-sale homes on land tracts that MRA sold at the nominal cost of \$1.50 per square foot (substantially below market value). Cole-Klein's participation in the *Southeast Houston Affordable Housing Initiative* has been featured in the media, raising awareness of MRA's successful efforts to address the affordable housing crisis that is affecting Houston, as well as other cities across the nation.

DRAFT

To: Todd Edwards
Midtown Redevelopment Authority

From: Algenita Scott Davis, Member
Comprehensive Review Process Team

Re: Recommendation Regarding a Proposal Submitted by **Henby Realty Group LLC** for
Conveyance of Two Tracts for Single Family for-Sale Housing Construction

Date: November 30, 2021

Henby Realty Group LLC has submitted a proposal to receive two MRA-owned tracts of land located in targeted area covered by the *Southeast Houston Affordable Housing Initiative*. (See Exhibits A and B). The proposal was submitted as a completed *Initiative* Application for For-Sale Single Family Home construction.

The Comprehensive Review Team has vetted the proposal and recommend that the MRA Board authorize the negotiation of a development agreement with **Henby Realty** in anticipation of bringing the agreement to the next Board meeting for action.

PROJECT DESCRIPTION

If authorized to do so via a development agreement between Henby Realty and Midtown Redevelopment Authority, **Henby Realty** propose to construct two single family for-sale homes on two tracts of land. The lots are located in existing mature communities within the targeted area south of Griggs and are of sizes and dimensions similar to adjacent properties of single-story homes. Deed restrictions may also apply.

Henby Realty has requested the following tracts:

Address	Sq Ft	HCAD Number	Required units to be Constructed
0 Eastwood	5000	0582 2100 00012	One
0 Eastwood	5000	0582 2100 00013	One

APPLICANT EXPERIENCE

Henby Realty is an experienced neighborhood builder, having constructed single and two story houses in the targeted Plan area and other Houston neighborhoods. The builder team includes an experienced architect, engineer and realtor utilized on earlier projects and has successfully re-platted a property in the MRA targeted area. **Henby Realty** identified its financial resource and provided the design, elevation, construction costs and sales price for each model proposed units. Term and conditions will be included in the negotiation of the agreement.

EXHIBIT A
Sectors

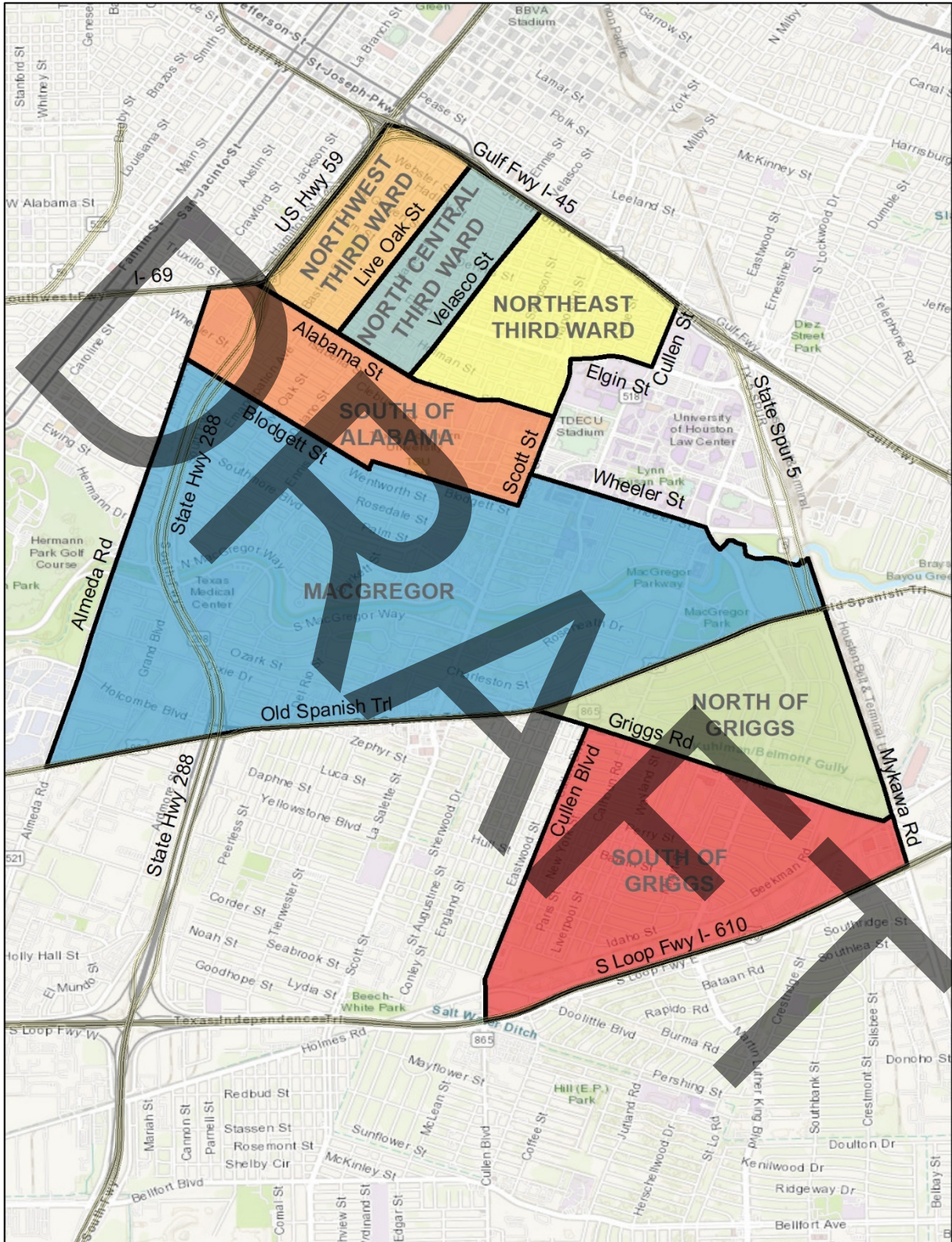


Exhibit B



Galesburg House Photo

DRAFT

To: Todd Edwards
Midtown Redevelopment Authority

From: Algenita Scott Davis, Member
Comprehensive Review Process Team

Re: Recommendation Regarding a Proposal Submitted by **Lin Development Group LLC** for
Conveyance of Two Tracts for Single Family for-Sale Housing Construction

Date: November 30, 2021

Lin Development Group LLC has submitted a proposal to receive two MRA-owned tracts of land located in the targeted area covered by the Southeast Houston Affordable Housing Initiative. (See Exhibits A and B). The proposal was submitted as a completed Initiative Application for For-Sale Single Family Home construction.

The Comprehensive Review Team has vetted the proposal and recommend that the MRA Board authorize the negotiation of a development agreement with **Lin Development** in anticipation of bringing the agreement to the next Board meeting for action.

PROJECT DESCRIPTION

If authorized to do so via a development agreement between **Lin Development** and Midtown Redevelopment authority, **Lin Development** propose to construct two single family for-sale homes on two tracts of land. The lots are located in existing mature communities within the targeted area south of Griggs and are of sizes and dimensions similar to adjacent properties of single-story homes. Deed restrictions may also apply.

Lin Development has requested the following tracts:

Address	Sq Ft	HCAD Number	Required units to be Constructed
5251 Dewberry	6626	0771 0200 70026	One
5210 Enyart	6937	0771 0201 60003	One

APPLICANT EXPERIENCE

Lin Development is an experienced neighborhood builder, having constructed single story houses in the targeted Plan area and other Houston neighborhoods. The builder team includes an experienced architect, engineer and realtor utilized on earlier projects and has successfully re-platted a property in the MRA targeted area. **Lin Development** identified its financial resource and provided the design, elevation, construction costs and sales price for each model proposed units. Term and conditions will be included in the negotiation of the agreement.

EXHIBIT A
Sector Map

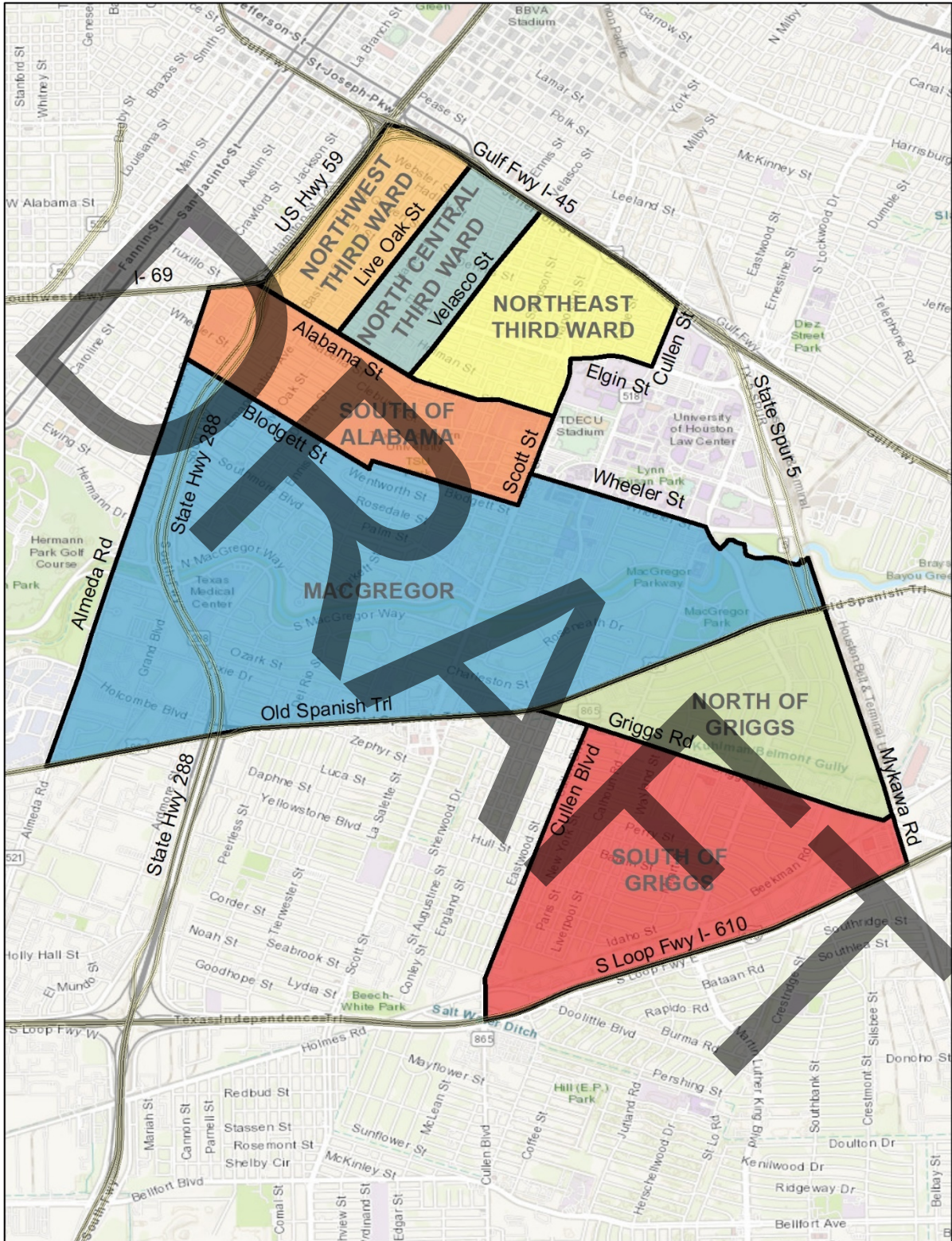


EXHIBIT B



4402B McKinley

DRAFT

To: Todd Edwards
Midtown Redevelopment Authority

From: Algenita Scott Davis, Member
Comprehensive Review Process Team

Re: Recommendation Regarding a Proposal Submitted by **Henby Realty Group LLC** for
Conveyance of Two Tracts for Single Family for-Sale Housing Construction

Date: November 30, 2021

Henby Realty Group LLC has submitted a proposal to receive two MRA-owned tracts of land located in targeted area covered by the *Southeast Houston Affordable Housing Initiative*. (See Exhibits A and B). The proposal was submitted as a completed *Initiative* Application for For-Sale Single Family Home construction.

The Comprehensive Review Team has vetted the proposal and recommend that the MRA Board authorize the negotiation of a development agreement with **Henby Realty** in anticipation of bringing the agreement to the next Board meeting for action.

PROJECT DESCRIPTION

If authorized to do so via a development agreement between Henby Realty and Midtown Redevelopment Authority, **Henby Realty** propose to construct two single family for-sale homes on two tracts of land. The lots are located in existing mature communities within the targeted area south of Griggs and are of sizes and dimensions similar to adjacent properties of single-story homes. Deed restrictions may also apply.

Henby Realty has requested the following tracts:

Address	Sq Ft	HCAD Number	Required units to be Constructed
0 Eastwood	5000	0582 2100 00012	One
0 Eastwood	5000	0582 2100 00013	One

APPLICANT EXPERIENCE

Henby Realty is an experienced neighborhood builder, having constructed single and two story houses in the targeted Plan area and other Houston neighborhoods. The builder team includes an experienced architect, engineer and realtor utilized on earlier projects and has successfully re-platted a property in the MRA targeted area. **Henby Realty** identified its financial resource and provided the design, elevation, construction costs and sales price for each model proposed units. Term and conditions will be included in the negotiation of the agreement.

EXHIBIT A
Sectors

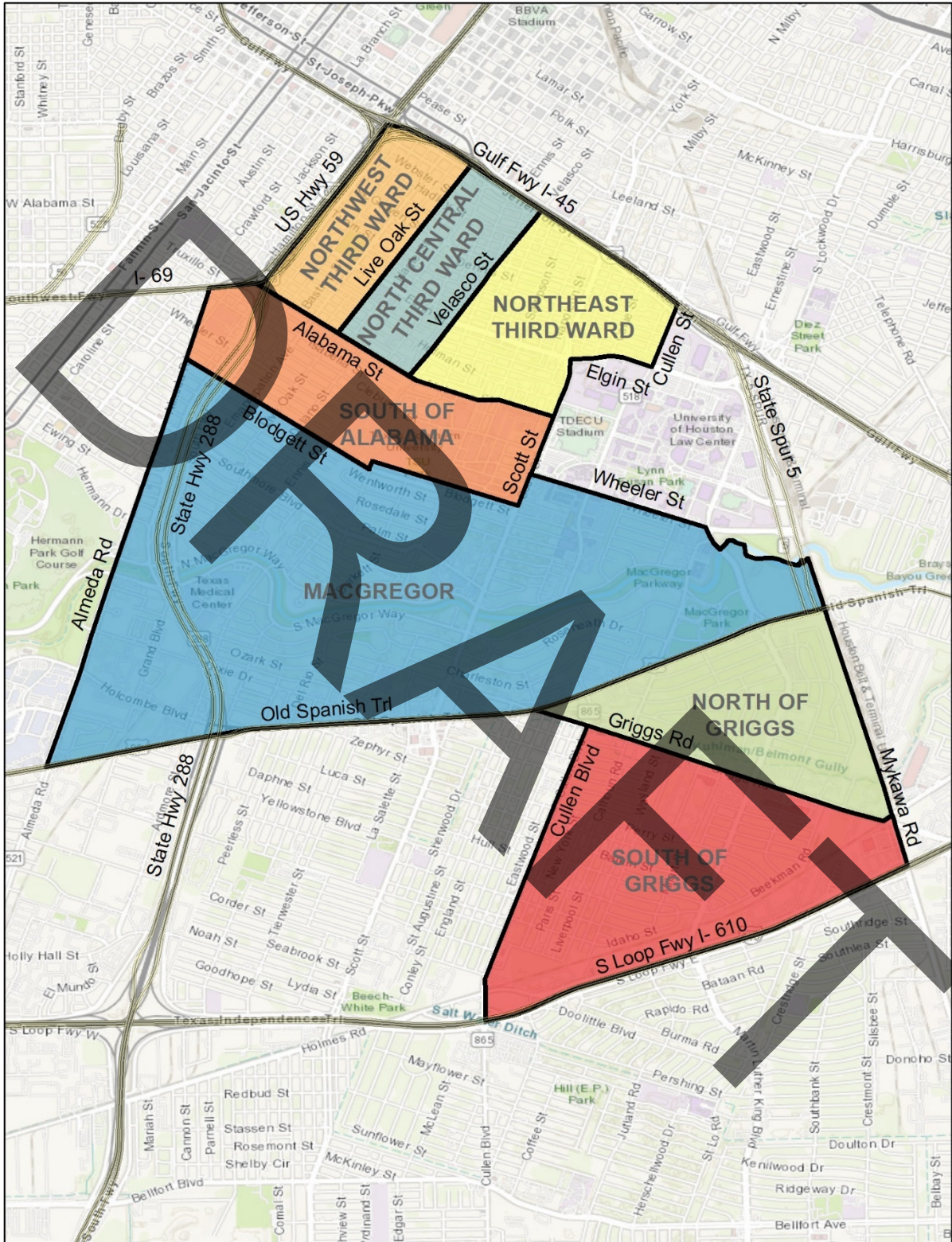
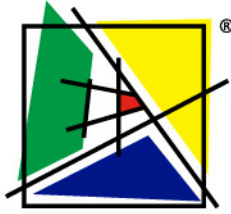


Exhibit B



Galesburg House Photo



midtown
HOUSTON

DRAFT

MIDTOWN CAPITAL IMPROVEMENTS
PROGRAM

Capital Improvements Program

Parks and Greenspace

Baldwin Park

- Baldwin Park Improvements Project includes installation of playground equipment, perimeter lighting, electrical infrastructure, and expansion of the detention pond in the park.
- Contractor has partially mobilized and is currently awaiting City permit to proceed with construction.

Caroline Street Reconstruction

- Contractor has completed roadway paving at signalized intersections (Gray, Webster, McGowen, and Elgin) and opened roadway to traffic.
- Rain garden media and irrigation installations continue between McGowen and Pierce.
- Remaining sidewalk installations in progress along corridor; ongoing coordination with utility companies to resolve remaining conflicts with sidewalk and intersection ramp installations.
- Installation of landscape amenities underway between Elgin and Hadley.
- Upcoming work includes installation of streetscape amenities (trash receptacles, bike racks, signage, seating).

Change Orders

- CO #17 – Material revisions for pedestrian light poles and fixtures and cost adjustments for installations.
 - o Amount: \$-220,685.16
 - o TxDOT fee (4.95%): \$0.00
 - o Total: \$-220,685.16
- CO #57 – Tree removal and stump grinding of three trees impacting sidewalk layout.
 - o Amount: \$3,000.00
 - o TxDOT fee (4.95%): \$148.50
 - o Total: \$3,148.50
- CO #58 – Additional work related to roof drains at 2808 Caroline Street.
 - o Amount: \$2,215.54
 - o TxDOT fee (4.95%): \$109.67
 - o Total: \$2,325.21
- CO #59 – Sidewalk detour plan for pedestrian traffic control.
 - o Amount: \$10,364.60
 - o TxDOT fee (4.95%): \$513.05
 - o Total: \$10,877.65

Construction Contract Budget

- Original Contract Amount: \$12,380,276.54
- Net Change Orders (including TxDOT fee): \$1,402,778.42
- Contract Amount to Date: \$13,783,054.96
- Change Order Time Adjustment Total – 173 days



CHANGE ORDER NBR.

17

REPORT DATE: 11/29/2021 3:04:52PM

CONTRACT ID: 091271003
PROJECT: C 912-71-3
CONTRACT: 04173038
AWARD AMOUNT: \$12,380,276.54
PROJECTED AMOUNT: \$12,438,632.54
ADJ PROJECTED AMT: \$13,724,898.54
PEND ADJ PROJ AMT: \$13,724,898.54
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: -\$220,685.16
CO TYPE: NON-PARTICIPATING
3RD PARTY AMOUNT: \$0.00
APPRV LEVEL: OVERRIDE

HIGHWAY: CS
DISTRICT: 12
COUNTY: HARRIS
AREA ENGINEER: Hamoon Bahrami, P.E.
AREA NUMBER: 058

DESCRIPTION: Light Fixtures & 12' Light Poles
REASON: 4D - 4D-3RD PARTY ACCOMMODATION - OTHER
SECONDARY REASON(S):

Functions:

<input checked="" type="checkbox"/> Extra Work	<input type="checkbox"/> Force Account
<input type="checkbox"/> Zero Dollar	<input type="checkbox"/> Final Quantity
<input checked="" type="checkbox"/> Overrun/Underrun	<input type="checkbox"/> Change Project Limits
<input type="checkbox"/> Time Adjustment	<input type="checkbox"/> Delete/Add CSJ
<input type="checkbox"/> Stock Account	

DRAFT

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

Submitted with this memorandum is Change Order No. 17 to the subject project. This Change Order provides for adjusting the quantity of three existing items of work and adding seven new items of work to the contract for the material revisions made for the Light Fixture and Light Pole items on the contract.

The project plans, designed by ESPA, call for the reconstruction of a concrete roadway consisting of a 2-lane roadway with curb and gutter, curb side parking lanes, storm sewer, waterlines, sanitary sewer lines, bike lanes, landscape and street lighting improvements. The limits are from Elgin Street to Pierce Street in Harris County, Texas, a total of 0.689 miles.

The Midtown Management District agreed to provide the materials needed for the Light Fixture LA, Light Fixture LB and the 12 FT. Light Pole contract items as they wanted a specific kind and type. The Subcontractor (VACA Underground) will still provide the labor and equipment needed to install the Light Fixture LA, Light Fixture LB and the 12 FT. Light Pole items. The material invoice cost has been deducted from the original bid price for the items associated with the Light Fixtures LA, Light Fixtures LB and the 12' Light Poles.

Per Special Specification 2223, the foundation for the 12 FT. Light Pole is incidental to the contract item. Per the responses to Request for Information (RFI) No. 160 and RFI No. 134R and as previously discussed in several Partnering Meetings, 16 of the 12 FT. Light Pole foundations fall within rain gardens and will require an extra three feet of embedded foundation. The quantities on this Change Order reflect the recently revised quantities provided in the responses to RFI No. 160 and RFI No. 134R.

The material escalation for Light Fixtures LC and Light Fixtures LD is due to the initial project delays and the delayed response on breaking up the lighting package.

Therefore, this Change Order will compensate the contractor for the labor and equipment needed for the installation of the Light Fixture LA, Light Fixture LB and the 12 FT. Light Pole items, the additional three feet of embedded foundation required for 16 light poles that fall within rain gardens, the material escalation for the Light Fixture LC and Light Fixture LD items, and hydro excavation performed for all of the 12 FT. Light Pole foundations throughout the project.

Due to this revision, the following existing items will be adjusted:

2223-2002	LIGHT FIXTURE LA	-84.00 EA
2223-2003	LIGHT FIXTURE LB	-28.00 EA
2223-2008	12 FT. LIGHT POLE	-97.00 EA

Due to this revision, the following new items will be added to the contract:

LINE 0801	9608-2008	UNIQUE CHANGE ORDER ITEM 8 LIGHT FIXTURE LA (LABOR & EQUIPMENT) DOL = EA	74.00 EA	\$1,683.00/EA
LINE 0806	9608-2009	UNIQUE CHANGE ORDER ITEM 9 LIGHT FIXTURE LB (LABOR & EQUIPMENT) DOL = EA	12.00 EA	-\$664.00/EA
LINE 0811	9608-2010	UNIQUE CHANGE ORDER ITEM 10 LIGHT FIXTURE LC MATERIAL ESCALATION DOL = EA	27.00 EA	\$88.00/EA
LINE 0816	9608-2011	UNIQUE CHANGE ORDER ITEM 11 LIGHT FIXTURE LD MATERIAL ESCALATION DOL = EA	332.00 EA	\$73.00/EA
LINE 0821	9608-2012	UNIQUE CHANGE ORDER ITEM 12	81.00 EA	\$2,891.00/EA

12 FT. LIGHT POLE (LABOR & EQUIPMENT)

DOL = EA

LINE 0822 9608-2013 UNIQUE CHANGE ORDER ITEM 13 48.00 LF \$357.10/LF

12 FT. LIGHT POLE FOUNDATIONS IN RAIN GARDENS

DOL = LF

LINE 0823 9608-2014 UNIQUE CHANGE ORDER ITEM 14 1.00 LS \$14,317.04/LS

HYDRO EXCAVATION FOR LIGHT POLE FOUNDATIONS

DOL = LS

The revisions covered by this Change Order do not require revisions to the original environmental clearances or approval by the Texas Department of Licensing and Regulation. The total Change Order amount for this project has exceeded 10 percent of the original contract amount, and this Change Order will require the approval of the District Engineer. The revisions covered by this Change Order are estimated to underrun the funds authorized for this project by \$220,658.16. This Change Order is associated with a third-party amount per the advanced funding agreement.

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: _____
DATE

TYPED/PRINTED NAME: _____
DATE

TYPED/PRINTED TITLE: _____
DATE

AREA ENGINEER: _____
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER: _____
DATE

DIRECTOR, CONSTRUCTION DIVISION: _____
DATE

DEPUTY EXECUTIVE DIRECTOR: _____
DATE

FHWA: _____
DATE

CONTRACT ITEMS

PROJECT NBR 091271003 (C 912-71-3 NOT ELIGIBLE FOR FEDERAL PARTICIPATION)

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0800	22232002	000	LIGHT FIXTURE LA	EA	3,300.00000	84.000	-84.000	0.000	-\$277,200.00
001	0801	96082008		UNIQUE CHANGE ORDER ITEM 8	DOL	1,683.00000	0.000	74.000	74.000	\$124,542.00
		CO DESCR		CO 17, LIGHT FIXTURE LA (LABOR & EQUIPMENT), DOL=EA						
		ADDTL CO DESCR 1		CO 17, LIGHT FIXTURE LA (LABOR & EQUIPMENT), DOL=EA						
001	0805	22232003	000	LIGHT FIXTURE LB	EA	1,150.00000	28.000	-28.000	0.000	-\$32,200.00
001	0806	96082009		UNIQUE CHANGE ORDER ITEM 9	DOL	-664.00000	0.000	12.000	12.000	-\$7,968.00
		CO DESCR		CO 17, LIGHT FIXTURE LB (LABOR & EQUIPMENT), DOL=EA						
		ADDTL CO DESCR 1		CO 17, LIGHT FIXTURE LB (LABOR & EQUIPMENT), DOL=EA						
001	0811	96082010		UNIQUE CHANGE ORDER ITEM 10	DOL	88.00000	0.000	27.000	27.000	\$2,376.00
		CO DESCR		CO 17, LIGHT FIXTURE LC MATERIAL ESCALATION, DOL=EA						
		ADDTL CO DESCR 1		CO 17, LIGHT FIXTURE LC MATERIAL ESCALATION, DOL=EA						
001	0816	96082011		UNIQUE CHANGE ORDER ITEM 11	DOL	73.00000	0.000	332.000	332.000	\$24,236.00
		CO DESCR		CO 17, LIGHT FIXTURE LD MATERIAL ESCALATION, DOL=EA						
		ADDTL CO DESCR 1		CO 17, LIGHT FIXTURE LD MATERIAL ESCALATION, DOL=EA						
001	0820	22232008	000	12 FT. LIGHT POLE	EA	3,300.00000	97.000	-97.000	0.000	-\$320,100.00
001	0821	96082012		UNIQUE CHANGE ORDER ITEM 12	DOL	2,891.00000	0.000	81.000	81.000	\$234,171.00
		CO DESCR		CO 17, 12 FT. LIGHT POLE (LABOR & EQUIPMENT), DOL=EA						
		ADDTL CO DESCR 1		CO 17, 12 FT. LIGHT POLE (LABOR & EQUIPMENT), DOL=EA						
001	0822	96082013		UNIQUE CHANGE ORDER ITEM 13	DOL	357.10000	0.000	48.000	48.000	\$17,140.80
		CO DESCR		CO 17, 12 FT. LIGHT POLE FOUNDATIONS IN RAIN GARDENS, DOL=LF						
		ADDTL CO DESCR 1		CO 17, 12 FT. LIGHT POLE FOUNDATIONS IN RAIN GARDENS, DOL=LF						
001	0823	96082014		UNIQUE CHANGE ORDER ITEM 14	DOL	14,317.04000	0.000	1.000	1.000	\$14,317.04
		CO DESCR		CO 17, HYDRO EXCAVATION FOR LIGHT POLE FOUNDATIONS, DOL=LS						
		ADDTL CO DESCR 1		CO 17, HYDRO EXCAVATION FOR LIGHT POLE FOUNDATIONS, DOL=LS						
									CHANGE ORDER AMOUNT	-\$220,685.16

CONSTRUCTION PROJECT - AVERAGE LOW BID

District: HOUSTON

HOUSTON
12

UPDATED :: 11/05/2021

3 Month

ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	DISTRICT12 - 3M COUNT	DISTRICT12 - 3M QUANTITY	DISTRICT12 - 3M AVG
07526005	TREE REMOVAL (4" - 12" DIA)	EA	1	1.00	\$1,000.00

DRAFT

J.D. Abrams, L.P.
13020 Donegal Way
Houston, Texas 77047
(713) 734-6499 Fax(713)734-6722



December 3, 2021

Texas Department of Transportation
14838 NW Freeway (US 290)
Houston, TX 77040

Attention: Hamoon Bahrami, P.E.
Area Engineer

Subject: Roof drain additional work
Control: 0912-71-003
Project: C 912-71-3
Highway: CS Caroline Street
County: Harris

Dear Hamoon:

Please see our price proposal attached herewith and additional back up documentation for the roof drain additional work shown in the drawings provided to us.

Pay close attention to the material quote. We have price the material as closed as possible to the material suggested by the E.O.R.; however, some information was missing from the sketch. Our supplier helped us quote the best material that is commonly and commercially available and that will meet the City of Houston code standards. Some acquisition lead time will have to be considered once proposal is approved.

We reserve the right to adjust this proposal if the material quoted is not approved.

Price Proposal~~\$2,292.61~~ **\$2,215.54**

We remain available at your convenience should you have any questions regarding the above at 915-892-0102.

Sincerely,
J. D. ABRAMS, L.P.

A handwritten signature in blue ink that reads "Francisco Montes". The signature is fluid and cursive.

Francisco Montes
Interim Project Manager

CC: Project File
1703-C4.6

DAILY REPORT OF FORCE ACCOUNT WORK

PROJECT: Caroline Street
CONTROL: 0912-71-003
HIGHWAY: CS Caroline Street
COUNTY: Harris

DATE: 12/3/21
JOB: 1703

Units LS
1

DESCRIPTION: Roof drain

Change/Force Account affect time: N/A

Time: N/A

LABOR		Unit/Qty	Rate	Amount
Name/Classification				
Foreman		8	\$35.00	\$280.00
Laborers (2)		16	\$15.00	\$240.00
Subtotal				\$520.00

EQUIPMENT		Hours	Rate	Amount
Description				
Pick up truck		8	\$36.14	\$289.12
Subtotal				\$289.12

MATERIAL		Unit	Qty	Rate	Amount
Description					
Pipe, basins, risers, and miscellaneous		Ls	1	\$801.14	740.09
Subtotal				\$801.14	740.09

SUBCONTRACTORS		Unit	Qty	Rate	Amount
Name/Description					
					\$0.00
					\$0.00
Subtotal					\$0.00

COMPENSATION		Amount
Compensation on Direct Labor - 25%		\$130.00
Burden Compensation on Direct Labor - 55%		\$286.00
Compensation on Material - 25%		185.02
Compensation on Equipment - 15%		\$43.37
Compensation - 5%		\$0.00
Subtotal		644.39 \$659.65

Sub-Total	2193.60
	\$2,269.91
1% Bond	21.94
	\$22.70
Total Force Account Cost	\$2,292.61
	2215.54
Force Account Unit Cost \$	2,292.61
	2215.54

J.D. Abrams, L.P
 CONTRACTOR



by Signature and Title

INSPECTOR

Area Engineer

J.D. Abrams, L.P.
13020 Donegal Way
Houston, Texas 77047
(713) 734-6499 Fax(713)734-6722



December 3, 2021

Texas Department of Transportation
14838 NW Freeway (US 290)
Houston, TX 77040

Attention: Hamoon Bahrami, P.E.
Area Engineer

Subject: Sidewalk detour
Control: 0912-71-003
Project: C 912-71-3
Highway: CS Caroline Street
County: Harris

Dear Hamoon:

Please see our price proposal attached herewith and additional back up documentation for the sidewalk detour shown in the drawings provided to us.

Price Proposal\$ 10,364.60

We remain available at your convenience should you have any questions regarding the above at 915-892-0102.

Sincerely,

J. D. ABRAMS, L.P.

A handwritten signature in blue ink that reads "Francisco Montes".

Francisco Montes
Interim Project Manager

CC: JDA Austin
JDA Houston
Project File
1703-C4.6

DAILY REPORT OF FORCE ACCOUNT WORK

PROJECT: Caroline Street
CONTROL: 0912-71-003
HIGHWAY: CS Caroline Street
COUNTY: Harris

DATE: 12/3/21
JOB: 1703

Units LS
1

DESCRIPTION: Sidewalk Detour

Change/Force Account affect time: N/A

Time: N/A

LABOR		Unit/Qty	Rate	Amount
Name/Classification				
Foreman	16		\$35.00	\$560.00
Laborers (2)	32		\$15.00	\$480.00
Subtotal				\$1,040.00

EQUIPMENT		Hours	Rate	Amount
Description				
Pick up truck	16		\$36.14	\$578.24
Subtotal				\$578.24

MATERIAL		Unit	Qty	Rate	Amount
Description					
Drums and signs	Ls	1	\$6,180.00	\$6,180.00	
Subtotal				\$6,180.00	

SUBCONTRACTORS		Unit	Qty	Rate	Amount
Name/Description					
				\$0.00	
				\$0.00	
Subtotal				\$0.00	

COMPENSATION		Amount
Compensation on Direct Labor - 25%		\$260.00
Burden Compensation on Direct Labor - 55%		\$572.00
Compensation on Material - 25%		\$1,545.00
Compensation on Equipment - 15%		\$86.74
Compensation - 5%		\$0.00
Subtotal		\$2,463.74

Sub-Total	\$10,261.98
1% Bond	\$102.62
Total Force Account Cost	\$10,364.60
Force Account Unit Cost	\$ 10,364.60

J.D. Abrams, L.P.
 CONTRACTOR



by Signature and Title

INSPECTOR

Area Engineer

Document 00941
CHANGE ORDER No. 8

PROJECT: 72-inch Water Line from Emancipation to Tuam along Polk, Hutchins, Clay, Chenevert, Hadl and Crawford

CONTRACT No.: 4600015746 PROJECT No.: S-000900-0131-4 (S-000900-0131)

TO: Harper Brothers Construction, LLC
654 N Sam Houston Parkway Suite 330.
Contractor and Houston, TX 77060
Address for Written Notice

1.01 DESCRIPTION OF CHANGES

CONTRACT CHANGE

Amount	Time
\$18,557.77	60 Days

ITEM 1 SCOPE: Replace Standard Overhead Street Name Signs with Illuminated Street Name (ILSN) Signs

JUSTIFICATION: The Contract Documents call to install Midtown Style Standard street name signs at three intersections in Midtown Management District. During the review of submittal for street name signs, Midtown Redevelopment Authority noticed that proposed street names are not illuminated street name (ILNS) signs. Contractor submitted Request for Information (RFI) No. 95 requesting direction.

Project Manager (PM) coordinated with Midtown Redevelopment Authority to resolve the issue. Midtown Redevelopment Authority agreed with the City PM to issue a change order for the ILSN signs. Request for Proposal No. 11 was issued to the Contractor. Construction Project Manager and EOR reviewed the Contractor's cost proposal and concurred.

The City recommends adding this scope of work to the contract. An additional sixty (60) days are required to perform this work.

Unit Item No	Unit Item Description	Unit	Add/Deduct Qty	Unit Price	Add/Deduct Amount	
274	Upgrade to Overhead Street Name Signs (Midtown Style Standard) in lieu of Standard Signs	EA	(7.00)	\$100.00	\$(700.00)	
352	Upgrade Midtown Street Name Signs to illuminated Street Signs	EA	7.00	\$2,751.11	\$19,257.77	
TOTALS:					\$18,557.77	60 Days

PROJECT No.: S-000900-0131-4 (S-000900-0131)

CHANGE ORDER No. 8

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

Contractor Signature and Title

Date

1.03 ACCEPTANCE BY THE CITY

Project Manager

Date

Deputy Director - Required for COs to Council

Date

Managing Engineer

Date

Director - Required for COs to Council

Date

City Engineer

Date

Mayor - Required for COs to Council

Date

EXECUTIVE SUMMARY

1.01 CONTRACT PRICE SUMMARY

	DOLLAR AMOUNT	PERCENT
A. Original Contract Price	\$48,794,750.39	100.00%
B. Previous Change Orders	\$2,099,270.42	4.30%
C. This Change Order	\$18,557.77	0.04%
D. Contract Price	\$50,912,578.58	104.34%

1.02 CONTRACT TIME SUMMARY

	DURATION	COMPLETION DATE
A. Original Contract Time	720 Days	Sunday, January 23, 2022
B. Previous Change Orders	117 Days	Friday, May 20, 2022
C. This Change Order	60 Days	Tuesday, July 19, 2022
D. Contract Time	897 Days	Tuesday, July 19, 2022