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**MIDTOWN REDEVELOPMENT
AUTHORITY/ TIRZ #2
BOARD OF DIRECTORS MEETING
AUGUST 31, 2023**



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

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

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on **Thursday, August 31, 2023, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door) Houston, Texas 77002**. The meeting location will be open to the public during open portions of the meeting. The public will be permitted to offer comments as provided on the agenda and as permitted by the presiding officer during the meeting.

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. Agenda for the Midtown Reinvestment Zone:
 - a. Minutes for June 29, 2023.
4. Consent Agenda for the Authority:
 - a. Minutes for June 29, 2023.
 - b. Monthly financial reports for June and July 2023.
5. Investment Report for Quarter Ending June 30, 2023

6. Midtown Affordable Housing Program:

- a. Affordable Housing Operations Campus.
 - i. Change Orders.
 - ii. Tenant Improvements (Level 2 – Phase II) - Construction Contract
- b. Ratification and acknowledgment of executed purchase and sale agreement for certain properties generally located along Emancipation Avenue between Tuam Street and Dennis Street.
- c. Ratification and acknowledgment of assignment of executed purchase and sale agreement by New Hope Housing, Inc. to Houston Housing Authority and subsequent conveyance of certain properties generally located along Chaco and Gray Streets to Houston Housing Authority for development of an affordable senior housing project.
- d. Affordable Housing Report.

7. Midtown Capital Improvements Program:

- a. Caroline Street Reconstruction – ESPA Corp/KCI
 - i. Change Orders
- b. Brazos Street Bridge Landscape Improvements – Design Workshop
 - i. Construction Contract
- c. Grant Management – The Goodman Corporation
 - i. Design Concept Review Work Order
 - ii. U.S. Department of Housing and Urban Development (HUD) FY2023 Community Project Grant Interlocal Agreement
 - iii. HUD FY2023 Community Project Grant Management Work Order

8. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:

- a. Consultation with attorney (Section 551.071, Texas Government Code);
- b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
- c. Personnel matters (Section 551.074, Texas Government Code);
- d. Security personnel or devices (Section 551.076, Texas Government Code); and
- e. Economic development negotiations (Sections 551.087, Texas Government Code).

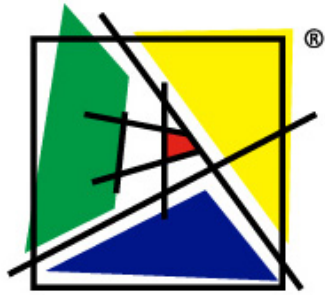
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

9. Adjourn.



Matt Thibodeaux

Executive Director MT/ks



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**ZONE
CONSENT AGENDA**

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

June 29, 2023

A regular meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held in person at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002, on Thursday, June 29, 2023, 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	Terence Fontaine	7	Caton M. Fenz
3	Michael Lewis	8	John Thomas
4	Michael F. Murphy	9	Zoe Middleton
5	Al Odom		

and all the above were present except Directors Fenz, Lewis and Thomas.

In attendance were Authority staff members: Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Vernon Williams, David Thomas, Sally Adame, Amaris Salinas, Cynthia Alvarado, and Jalisa Hurst; Peggy Foreman of Burney & Foreman; Mary Buzak of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Carol Harrison of IDS Engineering; Sean Haley, Algenita Davis, Linda Mitchell, Bob Bradford, and Angie Gomez of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Jennifer Curley of City of Houston; Rebecca Leonard of Lionheart Places; Clady Broussard of Houston Community College; Rachel Ray of Walter P. Moore; Jennifer Gribble of South Main Baptist Church; Sam Dike of Rice Management Company; Zack Martin of MCMD, Re'Chelle Turner of KPRC News; Ed Pettitt and Ken Rodgers of the Super Neighborhood #67; and Midtown residents, Scott Harbors and Marilyn Chan.

Chair Odom called the meeting to order.

MINUTES FOR MAY 25, 2023

Director Murphy made a motion to approve the minutes of May 25, 2023. The motion was seconded by Director Goren and carried by unanimous vote.

EXECUTIVE SESSION

The Board did not enter a closed executive session.

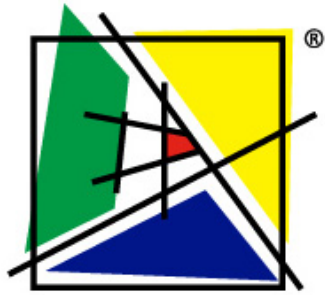
ADJOURN

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

Camille Foster, Asst. Secretary

Date

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**AU AUTHORITY
CONSENT AGENDA**

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

June 29, 2023

A regular meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002, on Thursday, June 29, 2023, 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	Terence Fontaine	7	Caton M. Fenz
3	Michael Lewis	8	John Thomas
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5	Al Odom		

and all the above were present except Directors Fenz, Lewis and Thomas.

In attendance were Authority staff members: Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Vernon Williams, David Thomas, Sally Adame, Amaris Salinas, Cynthia Alvarado, and Jalisa Hurst; Peggy Foreman of Burney & Foreman; Mary Buzak of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Carol Harrison of IDS Engineering; Sean Haley, Algenita Davis, Linda Mitchell, Bob Bradford, and Angie Gomez of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Jennifer Curley of City of Houston; Rebecca Leonard of Lionheart Places; Clady Broussard of Houston Community College; Rachel Ray of Walter P. Moore; Jennifer Gribble of South Main Baptist Church; Sam Dike of Rice Management Company; Zack Martin of MCMD; Re’Chelle Turner of KPRC News; Ed Pettitt and Ken Rodgers of the Super Neighborhood #67; and Midtown residents, Scott Harbors and Marilyn Chan.

Chairman Odom called the meeting to order.

PUBLIC COMMENTS

Cynthia Alvarado of the Midtown Management District reported that the Authority has been asked to support the City of Houston’s (the “City”) application for grant funding through the Bloomberg Public Art Challenge 2022. She advised the Board that, if awarded, the Bloomberg grant funding would be used to implement a collaborative public art project with the that tells the stories of unhoused persons in the City, while providing meaningful employment opportunities for the unhoused population and changing the perception of homelessness for everyone involved. The project is known as *HueMan:Shelter*.

Ken Rodgers, President of the Third Ward Super Neighborhood #67, addressed the Board about issues related to affordable housing, maintenance vacant properties, giving notice to the Super Neighborhood #67 of additional property acquisitions, sales, or conveyances, and developing properties adjacent to parks or trails in a way that orients the homes and enhances connectivity to these public spaces. Mr. Rodgers also commented that properties along Emancipation Avenue should be developed in consultation with the Emancipation Economic Development Council.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR MAY 25, 2023

MONTHLY FINANCIAL REPORTS FOR MAY 2023

MIDTOWN PARKS AND PUBLIC SPACE MASTER PLAN

ANNUAL RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH WALTER P MOORE

Matt Thibodeaux, Executive Director, presented the consent agenda. He stated that a complete copy of the Midtown Parks and Public Space Master Plan is included in the Board Packet for June 29, 2023. Director Murphy made a motion to approve the Consent Agenda as presented. The motion was seconded by Director Goren and carried by unanimous vote.

ION DISTRICT ECONOMIC DEVELOPMENT AGREEMENT UPDATE

Mr. Marshall reported on the collaborative work of Rice Management Company and the Authority on a North Midtown Transformation Plan contemplated under the agreement with Rice Management Company. He stated that a study of the North Midtown Area was conducted and that a complete copy of the study report is included in the Board Packet for June 29, 2023. Finally, Mr. Marshall stated that the ION District parking garage with ground floor retail spaces and electric vehicle charging stations has been completed.

AFFORDABLE HOUSING OPERATIONS CAMPUS

Mr. Marshall reported that the tenant improvements on Levels 2, 4 & 5 have been completed.

CHANGE ORDERS

Mr. Marshall presented Change Order # 2 from Harvey Builders for the 5th Floor Restroom Exhaust in the amount of \$10,439.00. Director Goren made a motion to approve Change Order #2 from Harvey Builders for the 5th Floor Restroom Exhaust in the amount of \$10,439.00. The motion was seconded by Director Fontaine and carried by unanimous vote.

REQUEST FOR QUALIFICATIONS – TENANT IMPROVEMENTS CONTRACTORS

Mr. Marshall reported that the Authority solicited sealed Statements of Qualifications (SOQs) for construction of the interior build out of the remaining suites (approximately 19,000 square feet) within One Emancipation Center. A pre-proposal meeting was held on June 13, 2023, and SOQs were due on June 22, 2023. The Authority received three bids on June 22, 2023, and one late bid, which was not considered. To determine the submittals which provide the best overall value and best meets the needs of the Authority, the evaluation committee reviewed the SOQs based on a pre-defined selection criteria and weights. The top three SOQ submittals (in order of evaluation) were from: Harvey Builders, CMC Development and Construction and DT Construction. Mr. Marshall stated that subject to Board approval, these firms will be invited to respond to a subsequent Request for Proposals which will include proposed rates for construction services. Director Goren made a motion to approve the recommendation that Harvey Builders, CMC Development and Construction and DT Construction be invited to respond to a

subsequent Request for Proposals. The motion was seconded by Director Murphy and carried by unanimous vote.

AFFORDABLE HOUSING REPORT

Algenita Davis with CCPPI presented the Affordable Housing Report. Ms. Davis reported that 47 parcels of property had been awarded to five developers: Boynton CDC, Change Happens, CR Design Build, LLC, Mors Development Partners Series LLC and Herbert Stroman Foundation, Inc. The affordable housing team is currently working with the City of Houston to secure a commitment for down payment assistance to help qualified homebuyers purchase these homes once completed. Ms. Davis also reported that the Houston Area Urban League provides homebuyer education training for prospective new homeowners that includes among other subjects, information regarding home mortgages, insurance, maintenance, and property taxes, including the importance of protesting property values.

MIDTOWN CAPITAL IMPROVEMENTS PROGRAM

CAROLINE STREET RECONSTRUCTION – ESPA CORP/KCI

Mr. Marshall reported that the contractor has completed landscape maintenance/ replacements under the warranty terms of their contract. The design team is working with local contractors to review priority projects identified to implement proposed corrections of punch list items not addressed by the TxDOT contractor. He noted that CenterPoint Energy has completed installation of the Midtown decorative streetlights along the corridor.

CHANGE ORDERS

Mr. Marshall reported that there were no change orders to be presented at this meeting.

NORTH HOUSTON HIGHWAY IMPROVEMENT PROJECT (NHHIP) – CAROLINE/WHEELER DECK PARK

Mr. Marshall reported that the North Houston Highway Improvement Project proposal report has been presented to a Steering Committee formed by Mayor Turner for consideration. He expects to receive a response from the Steering Committee in the next 30–45 days.

EXECUTIVE SESSION

The Board did not enter into a closed executive session for this meeting.

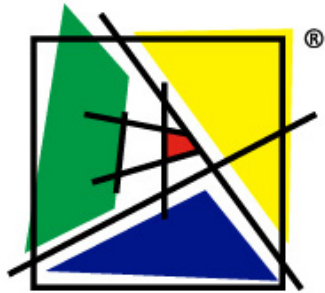
ADJOURN

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

Camille Foster, Asst. Secretary

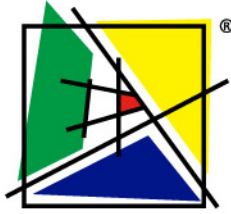
Date

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**INVESTMENT
REPORT FOR
QUARTER ENDING
JUNE 30, 2023**



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**MIDTOWN AFFORDABLE
HOUSING PROGRAM**

Invitation to Bid - One Emancipation Center – 2nd Floor Tenant Improvements - Phase II

Midtown Redevelopment Authority solicited sealed bids from the three pre-qualified firms for construction of first-generation interior buildout of 2,927 square feet on the 2nd floor within One Emancipation Center. A pre-bid meeting was held on August 16, 2023, and bids were due on August 28, 2023.

The bids received are as follows:

CMC Development & Construction	\$655,000.00
DT Construction	\$627,300.00
Harvey Builders	\$604,872.40

Staff along with project consultants examined the bids to verify bid packages were submitted in accordance with the terms and conditions of the bid documents.

THIRD AMENDMENT TO AND ASSIGNMENT OF UNIMPROVED PROPERTY CONTRACT

This Third Amendment to and Assignment of Unimproved Property Contract (this “**Third Amendment**”) is entered into by and between **MIDTOWN REDEVELOPMENT AUTHORITY**, a Texas non-profit local government corporation (the “**Seller**”), and **NEW HOPE HOUSING, INC.**, a Texas non-profit corporation (the “**Buyer**” or “**Assignor**”), effective as of July 11, 2023 (“**Effective Date**”), and the Houston Housing Authority (the “**Assignee**”), a Texas municipal housing authority organized under the laws of the State of Texas.

RECITALS

A. Seller and Buyer entered into that certain Unimproved Property Contract, dated as of October 4, 2022 (the “**Initial Agreement**”), as amended by the First Amendment to Unimproved Property Contract dated January 16, 2023 (the “**First Amendment**”), as amended by the Second Amendment to Unimproved Property Contract dated February 28, 2023 (the “**Second Amendment**”) (the Initial Agreement together with the First Amendment and Second Amendment, collectively, the “**Agreement**”) for the sale of unimproved property located in Houston, Harris County, Texas, as more particularly described in the Agreement.

B. Seller and Buyer now desire to make changes to the Agreement, and now enter into this Third Amendment upon the terms and conditions as set forth herein.

NOW THEREFORE, for good and valuable consideration received by each of the parties hereto, the receipt and adequacy of which is hereby acknowledged, Seller and Buyer hereby amend the Agreement as follows (with all capitalized terms not defined herein having the meaning given such terms in the Agreement) and Assignee assigns its rights and duties under the Agreement to Assignee:

AGREEMENT.

1. **Property.** Section 2 of the Agreement is hereby amended to include the abandonment of Chaco Street situated between Tract 1 and Tract 2 as more particularly described on **Exhibit A** attached hereto (“**Chaco Street Parcel**”). With Seller’s cooperation, Buyer will complete the abandonment (“**Abandonment**”) of the Chaco Street Parcel with the City of Houston (the “**City**”) which will include the recording of an Ordinance abandoning the street in the real property records of Harris County, Texas and Buyer will pay the consideration for such abandonment directly to the City in the amount of THREE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$356,852). In consideration of Buyer’s payment directly to the City for the Abandonment of the Chaco Street Parcel to Seller, the Purchase Price will not increase for the inclusion of such parcel in the description of the Property. In the event that the Abandonment is not completed prior to Closing, Seller and Buyer may proceed to Close on the Property less the Chaco Street Parcel and Seller agrees to transfer the Chaco Street Parcel to Buyer by Special Warranty Deed within ten (10) days of the completion of the Abandonment.

2. **Assignment.** Buyer hereby assigns the Agreement to the Houston Housing Authority, which will enter into a long-term ground lease with NHH Gray, LLC, and the Houston

Housing Authority hereby accepts the assignment. Seller consents to and hereby approves the assignment.

3. Indemnity. Assignor shall defend, indemnify, protect and hold Assignee and Assignee's successors and assigns harmless from any and all claims, losses, causes of action, damages, costs, and expenses (including, without limitation, reasonable attorney fees and costs and court costs) arising out of any of the obligations, liabilities and duties of the "Buyer" or "Purchaser" arising under the Agreement, including without limitation breach of any representation, warranty, or covenant of the Agreement, except that such indemnity shall not extend to (i) claims, losses, causes of action, damages, costs, and expenses arising from Assignee's gross negligence or willful misconduct, or (ii) Assignee's failure to diligently pursue the closing of the transactions described in the Agreement (if such closing is then required due to the satisfaction of all conditions precedent to such closing under the Agreement, including the availability of funds).

4. Entire Agreement. The terms and provisions set forth in this Third Amendment constitutes the entire agreement and understanding between Seller and Buyer with respect to the specific subject matter addressed herein, and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the Agreement to the extent inconsistent with the terms and provisions of this Third Amendment and any prior oral or written communications between Seller and Buyer, or their respective agents or representatives) concerning the specific subject matter hereof. All of the provisions of the Agreement are incorporated herein by reference.

5. Counterparts. To facilitate execution, this Third Amendment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Third Amendment, (a) signature pages taken from separate individually executed counterparts of this Third Amendment may be combined to form multiple fully executed counterparts and (b) a telecopy or electronic delivery [i.e., the transmission by any party of his, her or its signature on an original or any copy of this Third Amendment via fax machine or over the internet in electronic photostatic copy format (e.g., .pdf Adobe)] shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Third Amendment shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer have executed this Third Amendment as of the Effective Date.

SELLER:

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

DocuSigned by:

Kandi Schramm

By: _____

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Kandi Schramm, Administrative Manager

BUYER ASSIGNOR:

NEW HOPE HOUSING, INC., a Texas non-profit corporation

DocuSigned by:

Joy Horak-Brown

By: _____

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Joy Horak-Brown, President & CEO

BUYER ASSIGNEE:

HOUSTON HOUSING AUTHORITY, a Texas municipal housing authority

DocuSigned by:

David A. Northern, Sr.

By: _____

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Name: David A. Northern, Sr.

Title: President & CEO

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between MIDTOWN REDEVELOPMENT AUTHORITY, a Texas nonprofit local government corporation ("Seller"), and APV REDEVELOPMENT CORPORATION, a Texas nonprofit corporation ("Purchaser"), collectively the "Parties", to become effective on the Effective Date as defined in Section XI(p) hereof.

I. SALE AND PURCHASE OF PROPERTY

1.01 AGREEMENT OF SALE AND PURCHASE

For and in consideration of payment of the Purchase Price and of the premises, undertakings, and mutual covenants of the Parties set forth herein, Seller hereby agrees to sell and convey unto Purchaser, and Purchaser hereby agrees to purchase and accept from Seller those certain tracts or parcels of real property consisting of approximately 102,770 square feet situated in Harris County, Texas, and more particularly identified by street address and Harris County Appraisal District account number in Exhibit A attached hereto and incorporated herein, together with all improvements located thereon and all and singular the rights, privileges, hereditaments and appurtenances pertaining to such real property, including all of Seller's right, title and interest in and to adjacent streets alleys, rights-of-way and any adjacent strips and gores (all of such real property, rights and appurtenances being hereinafter referred to collectively as the "Property").

1.02 PURCHASE PRICE

The purchase price for the Property shall be an amount equal to \$35.70 per square foot multiplied by the total square footage of the Property (rounded to the nearest square foot), as shown and determined by the Survey, as that term is defined in Section 3.02 hereof (the "Purchase Price"), which is estimated to be Three Million Six Hundred Sixty-Eight Thousand Eight Hundred Eighty-Nine and 00/100 Dollars (\$3,668,889.00).

1.03 EXECUTED AGREEMENT AND EARNEST MONEY.

(a) Within three (3) business days after Purchaser's delivery of this executed Agreement to Seller, Purchaser shall deliver to Old Republic National Title Insurance Company, 1225 North Loop West, Suite 750, Houston, Texas 77008, Attention: Thomas Hartman, Escrow Officer (the "Title Company") One Hundred Thousand and No/100 Dollars (\$100,000.00) in the form of cash, check or wire transfer (the "Earnest Money"), which Title Company shall immediately deposit for collection in an interest bearing account. The Earnest Money shall be, except as set forth in this Agreement, nonrefundable to Purchaser, provided, however, that at the time of closing of the purchase and sale of the Property (the "Closing"), the Earnest Money and all accumulated interest thereon shall be credited to the Purchase Price. Upon Seller's receipt of the fully executed Agreement, Seller shall provide a copy of the Agreement to the Title Company.

(b) If Purchaser fails to deposit the Earnest Money as required herein, then Seller shall have the sole option to terminate this Agreement by sending written notice to Purchaser.

(c) Seller and Purchaser acknowledge and agree that Purchaser's agreement to perform its obligations under this Agreement, including the obligation to deposit the Earnest Money, is adequate and sufficient consideration to support this Agreement.

II. TITLE REVIEW AND TITLE MATTERS

Within ten (10) days following after the date hereof, Seller shall provide to the Purchaser any existing survey of the Property and shall cause the Title Company to provide to Purchaser a title commitment (the "Title Commitment") covering the Property to be purchased by this Agreement in an amount equal to the Purchase Price, together with copies of all instruments reflected as exceptions therein.

Purchaser shall have ten (10) days (the "Title Review Period") after receipt of the survey, Title Commitment and the exception documents in which to examine same and notify Seller in writing of such objections as Purchaser may have to anything contained therein (collectively, "Title Objections"). Any item contained in the survey, the Title Commitment or the exception documents to which Purchaser does not timely object shall be hereafter collectively referred to as "Permitted Exceptions". In the event of written notification to Seller of Title Objections by Purchaser, Seller may, but shall not be obligated to, undertake to eliminate or modify Title Objections within ten (10) days after receipt of such notice (the "Cure Period"); provided, however, that Purchaser shall be deemed to have objected to and Seller shall have the absolute obligation to cure or remove all liens of any kind against the Property (the same to automatically be considered Title Objections regardless of whether or not Purchaser delivers to Seller a notice of Title Objections), including, without limitation, (a) mortgage liens, (b) security interests, (c) tax liens, (d) abstracts of judgment, (e) environmental liens, and (f) materialmen's and mechanic's liens (collectively "Liens"). In the event Seller has not cured, or chooses not to cure, all Title Objections within the Cure Period, Purchaser may, at its option, terminate this Agreement by written notice to Seller within five (5) days after the expiration of the Cure Period or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price; provided, however, that such election shall have no effect on Seller's obligation to cure or remove all Liens. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price; provided, however, that such election shall have no effect on Seller's obligation to cure or remove all Liens. If this Agreement is terminated on or before the day that is five (5) days after the expiration of the Cure Period, the Earnest Money shall be returned to Purchaser and neither party shall thereafter have any further duties, rights or obligations hereunder except for those that expressly survive the termination of this Agreement.

III. FEASIBILITY

3.01 SELLER'S DOCUMENTATION.

Within five (5) days after the Effective Date of this Agreement, Seller shall deliver to Purchaser all of the non-confidential materials and documents in its possession and control, if any, regarding physical aspects of Property, including any existing environmental reports or assessments for the Property. Seller makes no representation with respect to the accuracy of the materials contained in such materials, documents, reports or assessments or the completeness

thereof and shall have no liability with respect thereto. **This Section 3.01 shall survive the Closing.**

3.02 PURCHASER'S FEASIBILITY PERIOD; SURVEY.

Commencing on the Effective Date and continuing for sixty (60) days thereafter (the "Initial Feasibility Period"), Purchaser shall have a period during which Purchaser may examine the Property. Within thirty (30) days after the Effective Date, Purchaser shall obtain a current survey of the Property at Purchaser's sole cost and expense consisting of a plat and field notes prepared by a licensed surveyor acceptable to Seller, Purchaser and Title Company ("Survey"), which Survey shall (1) reflect the actual dimensions of, and the gross area within, the Property, the location of any easements, crossings, utilities, rights of way, setback lines, encroachments, or overlaps thereon or thereover, and the outside boundary lines of any improvements, (2) identify by recording reference all easements, rights of way, setback lines, and other matters referred to in the Title Commitment, (3) include the surveyor's registered number and seal, the date the Survey was performed, and a certificate addressed to Seller, Purchaser and Title Company, reasonably satisfactory to Seller and Title Company, (4) be sufficient to cause the Title Company to delete (except for "shortages in area") the printed exception for "discrepancies, conflicts or shortages in area or boundary lines, or encroachments, or any overlapping of improvements" in the Title Policy, (5) reflect any area within the Property that has been designated by the Federal Insurance Administration, the Army Corps of Engineers, or any other governmental agency or body as being subject to special or increased flooding hazards, (6) in general, comply with the requirements of the Texas Society of Professional Surveyors for a Category 1A Condition II survey and (7) in all respects, be subject to final review and approval of Seller. The Survey shall be (a) certified to Seller, Purchaser and Title Company, (b) in a form acceptable to Seller and Title Company; and (c) delivered to Seller and Title Company promptly on completion of the same.

Seller, Purchaser, and the Title Company will utilize the Survey to calculate the number of square feet of land in the Property for purposes of determining the Purchase Price. For purposes of the Property description to be included in the Deed to be delivered at Closing pursuant to Section 4.02(a), the field notes prepared by the surveyor and approved by Seller shall be incorporated therein by this reference upon their completion and approval by Purchaser, Seller, and Title Company.

Purchaser, at its expense, may conduct a feasibility study of the Property (including, without limitation, architectural, geotechnical, environmental, marketing, engineering and financial feasibility studies) to determine whether or not the Property is suitable to Purchaser, provided that such operations are conducted in such a manner as to not damage the Property, and if damage is done, Purchaser shall repair and restore the same to its former condition at Purchaser's expense. **PURCHASER SHALL INDEMNIFY SELLER FROM ANY AND ALL DAMAGES THAT MAY OCCUR TO THE PROPERTY AS A RESULT OF THE CONDUCT OF PURCHASER'S INSPECTIONS, AND SUCH INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

Purchaser shall have the right to extend the Initial Feasibility Period for one (1) additional period of thirty (30) days (the "Feasibility Period Extension") by, at least five days prior to expiration of the Initial Feasibility Period, delivering (i) to Seller written notice of the extension,

and (ii) to the Title Company an additional deposit of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Extension Fee") in the form of cash, check or wire transfer which shall be deposited by the Title Company into the interest bearing account containing the previously deposited Earnest Money to bind the transaction contemplated hereby and shall be, except as set forth in this Agreement, nonrefundable to Purchaser. Failure of Purchaser to timely deliver the notice of extension and Extension Fee shall constitute a failure to extend the Initial Feasibility Period. As used in this Agreement, the term "Feasibility Period" means the Initial Feasibility Period as may be extended by the Feasibility Period Extension.

In the event the feasibility study indicates, in Purchaser's sole judgment and discretion, that the Property is not suitable to Purchaser, Purchaser will send written notice (the "Notice of Termination") to Seller and Title Company on or before the expiration of the Feasibility Period. Notwithstanding anything contained herein to the contrary, if Purchaser fails to send Seller the Notice of Termination on or before the last day of the Feasibility Period, this Agreement shall remain in full force and effect, and Seller and Purchaser shall be bound to proceed with the Closing in accordance with the terms hereof. If Purchaser sends to Seller a Notice of Termination prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate on the last day of the Feasibility Period, the Earnest Money and, if applicable, the Extension Fee shall be returned to Purchaser and neither party shall thereafter have any further duties, rights or obligations hereunder except for those that expressly survive the termination of this Agreement. **Purchaser's obligation to repair and restore this Property in accordance with this Section 3.02 shall survive the termination of this Agreement.**

IV. PROVISIONS WITH RESPECT TO CLOSING

4.01 CLOSING.

The Closing shall take place on or before the day that is forty-five (45) days after the expiration of the Feasibility Period, or on such other date and at such time as may be agreed upon in writing by Purchaser and Seller. Such date is herein referred to as the "Closing Date." The Closing shall take place in the offices of the Title Company.

4.02 SELLER'S OBLIGATIONS AT THE CLOSING.

At the Closing, Seller shall:

(a) Execute and deliver to Purchaser a special warranty deed substantially in the form attached hereto as Exhibit B and incorporated herein (the "Deed"), duly executed and acknowledged, conveying to Purchaser good and indefeasible fee simple title to the Property, free and clear of all encumbrances except for the Permitted Exceptions and the "as-is" "where-is" terms and provisions (the "As-Is Provisions") as more particularly set forth in the Deed;

(b) Deliver tax certificates evidencing that all ad valorem or other taxes for the Property has been paid for the years prior to the year of the Closing and prorated to the date of Closing;

(c) Deliver possession of the Property to Purchaser;

(d) Cause the Title Company to issue or commit to issue an owner's policy of title insurance (the "Title Policy") within thirty (30) days of Closing in the amount of the Purchase Price, insuring fee simple title to the Property, containing no exceptions other than the Permitted Exceptions, the As-Is Provisions and other exceptions included in the Deed; and

(e) Execute and deliver such other instruments and affidavits as Purchaser and the Title Company may reasonably require.

4.03 PURCHASER'S OBLIGATIONS AT THE CLOSING.

At the Closing, Purchaser shall:

(a) Pay to Seller the balance due for the Purchase Price in cash or immediately available funds, it being agreed that the Earnest Money and, if applicable, the Extension Fee, shall be delivered to Seller at Closing and applied toward payment of such amount;

(b) Execute and deliver to Seller the Deed; and

(c) Execute and deliver such other instruments and affidavits as Seller and the Title Company may reasonably require.

4.04 CLOSING COSTS.

(a) Seller shall pay the following costs and expenses in connection with the Closing:

(i) Seller's own attorney's fees;

(ii) Such other incidental costs and fees customarily paid by sellers in land transactions of this nature in Harris County, Texas; and

(iii) The cost of the basic premium for the Title Policy.

(b) Purchaser shall pay the following costs and expenses in connection with the Closing:

(i) Purchaser's own attorney's fees;

(ii) All costs of the Survey obtained by Purchaser pursuant to Section 3.02;

(iii) The cost of recording the Deed and any other documents recorded in connection with the transaction;

(iv) The cost of any Title Company escrow fee;

(v) The cost of tax certificates furnished by the taxing authorities having jurisdiction over the Property indicating that all property taxes on the Property billed by the taxing authorities prior to Closing (if any) have been paid;

(vi) The cost of any endorsement to the Title Policy required or requested by Purchaser; and

(vii) Such other incidental costs and fees customarily paid by purchasers in land transactions of this nature in Harris County, Texas.

V. REMEDIES

5.01 SELLER'S REMEDIES.

If Purchaser fails to perform its obligations under this Agreement for any reason other than Seller's default, Seller shall be entitled to (i) to terminate this Agreement by giving written notice to Purchaser and Title Company and retain the Earnest Money and, if applicable, the Extension Fee, as liquidated damages for such default and not as a penalty, in which event the Parties shall be released herefrom and have no further rights, obligations, or responsibilities hereunder except for those that expressly survive the termination of this Agreement, (ii) to enforce specific performance of Purchaser's obligations hereunder, and/or (iii) pursue any other rights or remedies available to Seller hereunder, at law, in equity or otherwise. Seller's rights pursuant to this Section 5.01 are cumulative. Any agreement by Seller to extend the time for Purchaser's performance of any obligation hereunder shall not constitute an election of remedies and shall not prohibit Seller's exercise of Seller's other remedies set forth above in the event Purchaser fails to cure such breach prior to the expiration of such extension period.

5.02 PURCHASER'S REMEDIES.

If Seller fails to perform its obligations under this Agreement for any reason other than Purchaser's default, and such default or breach is not cured by the earlier of the 5th business day after written notice thereof from Purchaser (Purchaser hereby agreeing to give such written notice to Seller within one (1) business day after Purchaser first learns of any such default or breach by Seller, except no notice or cure period shall apply if Seller fails to consummate the sale of the Property hereunder), Purchaser shall be entitled to (i) terminate this Agreement and recover the Earnest Money and, if applicable, the Extension Fee, by giving Seller and Title Company written notice of such election prior to the Closing, in which event neither Purchaser nor Seller shall have any further rights or obligations hereunder except those that expressly survive the termination of this Agreement, (ii) to enforce specific performance of Seller's obligations hereunder, and/or (iii) pursue any other rights or remedies available to Purchaser hereunder, at law, in equity or otherwise. Any agreement by Purchaser to extend the time for Seller's performance of any obligation hereunder shall not constitute an election of remedies and shall not prohibit Purchaser's exercise of Purchaser's other remedies set forth above in the event Seller fails to cure such breach prior to the expiration of such extension period.

5.03 POST-CLOSING REMEDIES.

If Closing does not occur, each party shall have its respective rights and remedies under Sections 5.01 and 5.02, as applicable. In addition, if this Agreement is terminated, each party shall have all available remedies against the other party for a breach of the other party's obligations contained in this Agreement that are expressly provided herein as surviving the termination of this

Agreement. However, in no event shall either party be liable for (and the Parties hereby waive all rights to) any speculative, consequential or punitive damages. In no event shall this paragraph apply to the obligation to close, it being the Parties' intent that only Sections 5.01 and 5.02 apply to the failure to close.

VI. COMMISSION

Seller and Purchaser each hereby represent to the other that no brokers, agents, finders' fees or commissions, or other similar fees, are due or arising in connection with the entering into of this Agreement, the sale and purchase of the Property, or the consummation of transactions contemplated herein.

VII. REPRESENTATIONS OF SELLER

Seller hereby makes the following representations, which shall be true as of the Effective Date of this Agreement and also as of the Closing Date:

(a) Seller has the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligation hereunder have been, or by the Closing will have been taken.

(b) The execution and delivery of this Agreement by Seller and Seller's performance of and compliance with its terms (i) do not violate any existing federal, state or local law, ordinance, rule, regulation or order, and (ii) do not breach any agreement or other obligation to which Seller is a party or by which it is bound.

(c) Seller has no actual knowledge of any pending claims, litigation, condemnation, administrative actions or other legal proceedings which might affect the Property in a materially adverse manner and has not made any investigations or inquiries regarding the same.

(d) Seller is not a "foreign person," as defined in recent amendments to the Internal Revenue Code and, at or prior to the Closing contemplated under this Agreement, agrees to provide to Purchaser an affidavit to that effect.

VIII. REPRESENTATIONS OF PURCHASER

Purchaser represents to Seller that Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder; and all required action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

IX. NOTICE

Any notice authorized, required, or permitted to be given hereunder shall be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same by

recognized overnight courier; by delivering the same in person to such party; by facsimile copy transmission; or by email (if a party's email address is included in its notice address below). Notice given in accordance herewith (a) if hand delivered or delivered by recognized overnight courier, by facsimile copy transmission, or by email, shall be effective upon receipt at the address of the addressee; and (b) if delivered by United States mail shall be effective three (3) business days after deposit in the United States mail receptacle. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller:

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Matt Thibodeaux, Executive Director
Email: mthibodeaux@midtownhouston.com

If to Purchaser:

APV Redevelopment Corporation
2640 Fountain View Drive, Suite 3017
Houston, Texas 77057
Attn: Jay S. Mason, Director, REID
Email: jmason@housingforhouston.com

Either party may change its address for notice by giving five (5) days' prior written notice to the other party of such address change in the manner provided above.

X. AS-IS, WHERE-IS.

PURCHASER AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND IN THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING, SELLER HAS NOT MADE AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED TO BE DELIVERED IN ACCORDANCE WITH THIS AGREEMENT), COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITY OR USE WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, SUITABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (G) UTILITY SERVICE FOR THE PROPERTY OR (H) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR

AGREEMENT REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING. PURCHASER ACKNOWLEDGES THAT PURCHASER WILL HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY; THEREFORE, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND IN THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY SELLER, AND HAS SATISFIED ITSELF WITH RESPECT TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS, SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE HEREIN AND IN THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. **THE PROVISIONS OF THIS ARTICLE X SHALL SURVIVE CLOSING AND BE INCORPORATED INTO THE DEED.**

XI. MISCELLANEOUS PROVISIONS.

(a) Any covenant or agreement herein which contemplates performance after the time of Closing pursuant hereto or is expressly stated to survive the Closing shall not be deemed to be merged into or waived by the instruments of the Closing, but shall expressly survive the Closing and be binding upon the Parties obligated thereby.

(b) The terms, provisions, acknowledgements, representations, covenants, and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of, the Parties hereto and their respective legal representatives, successors, and assigns.

(c) Time is of the essence in the performance of this Agreement.

(d) The Parties will each cooperate with each other, their employees, and agents to facilitate the purchase of the Property by Purchaser under the terms and conditions herein set forth.

(e) Purchaser may assign or transfer its rights and obligations under this Agreement at any time to any entity or party that is wholly owned, related, controlled or affiliated with Purchaser without the consent of Seller, and this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and assigns. Except as set forth above, Purchaser may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld. If Purchaser assigns its rights and obligations under this Agreement to an entity or party that is wholly owned, related, controlled or affiliated with Purchaser and that fully assumes Purchaser's obligations and liabilities under this Agreement, Purchaser shall be automatically fully released from all of its obligations and liabilities hereunder. In such event, Seller agrees to and

shall immediately upon request by Purchaser execute a written instrument in a form satisfactory to Purchaser evidencing and confirming such full release.

(f) This Agreement shall be governed and interpreted under the laws of the State of Texas. Venue for any suit arising out of this Agreement shall be the court of appropriate jurisdiction in Harris County, Texas.

(g) The paragraph headings used in this Agreement are for convenience purposes only, and shall not be used in the interpretation of this Agreement.

(h) All exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

(i) Failure of Purchaser or Seller to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition.

(j) This Agreement contains the entire agreement between the Parties relating to the Property, and neither party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be varied except by written agreement executed by the Parties.

(k) If any items, terms, or provisions contained in this instrument are in conflict with any applicable federal, state, or local laws, this Agreement shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect.

(l) In the event Seller or Purchaser breaches any of the terms, provisions, acknowledgements, representations, covenants, or agreements contained in this Agreement and Seller and Purchaser become involved in litigation with regard to breach hereof, each party shall be responsible for payment of its respective attorneys' fees.

(m) Nothing contained herein is intended to create, nor shall it ever be construed to make, Seller and Purchaser partners or joint venturers.

(n) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature or an electronically-scanned signature shall be deemed to be an original signature for all purposes.

(o) The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

(p) The term “Effective Date,” “date of this Agreement,” “date hereof,” or “effective date of this Agreement,” as used herein, shall mean the date the Title Company receives this Agreement fully executed by Seller and Purchaser. Upon its receipt of this Agreement fully executed, the Title Company shall sign and date the Acknowledgement of Title Company’s Receipt attached hereto, and deliver the same to the Parties.

(q) Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

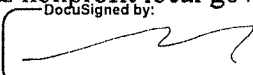
[Signature Pages Immediately Follow]

DRAFT

EXECUTED by the Parties hereto in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

SELLER:

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas nonprofit local government corporation

By: 
DocuSigned by:
2803B603562A47D...

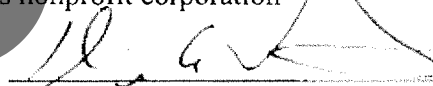
Name: Matt Thibodeaux

Title: Executive Director

Date of Execution: 8/16/2023

PURCHASER:

APV REDEVELOPMENT CORPORATION,
a Texas nonprofit corporation

By: 
David A. Northern, Sr.
Secretary/Treasurer

Date of Execution: 08/16/2023

ACKNOWLEDGMENT OF TITLE COMPANY'S RECEIPT:

The Title Company hereby agrees to perform its obligations under this Agreement. Promptly after its receipt of this Agreement fully executed by Seller and Purchaser, Title Company shall date and sign this acknowledgement and send written notice to Seller and Purchaser acknowledging receipt thereof.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: Tom Hartman
Name: Thomas Hartman
Title: Escrow Officer

Date of Receipt: 8/18/23

Attachments:

Exhibit A: Property Identification List
Exhibit B: Form of Special Warranty Deed

EXHIBIT A

Property Identification List

HCAD #	ADDRESS	SQ FT
1368410010007	0 EMANCIPATION AVE	220
1368410010006	0 EMANCIPATION AVE	1456
1368410010005	0 EMANCIPATION AVE	1274
1368410010004	0 EMANCIPATION AVE	1820
1368410010003	0 EMANCIPATION AVE	1748
1368410010002	0 EMANCIPATION AVE	1526
1368410010001	0 EMANCIPATION AVE	1971
0190580000028	2806 EMANCIPATION AVE	2500
0190580000027	2718 EMANCIPATION AVE	36018
0190580000026	0 EMANCIPATION AVE	3750
0190580000025	2720 EMANCIPATION AVE	3750
0190580000019	2722 EMANCIPATION AVE	3750
0190520010001	2619 EMANCIPATION AVE	3200
0190520000018	0 ST CHARLES	5000
0190520000016	0 DREW ST	3821
0190520000014	0 ST CHARLES ST	3150
0190520000006	0 ST CHARLES ST	5000
0190510010018	2700 SAINT CHARLES ST	14000
0190510010011	2807 EMANCIPATION AVE	5000
0190510000005	2405 TUAM ST	3816

EXHIBIT B

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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

COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT MIDTOWN REDEVELOPMENT AUTHORITY, a Texas nonprofit local government corporation ("Grantor"), for and in consideration of the sum of \$10.00 cash in hand paid by APV REDEVELOPMENT CORPORATION, a Texas public housing authority ("Grantee"), whose address is 2460 Fountain View Drive, Suite 3017, Houston, Texas 77057, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property situated in Harris County, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements located thereon and all and singular the rights, privileges, hereditaments and appurtenances pertaining to such real property (all of such real property, rights and appurtenances herein referred to collectively as the "Property").

This conveyance is made by Grantor and accepted by Grantee subject to: (a) the easements, restrictions and other matters described in Exhibit "B" attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions"); and (b) the "as-is" "where-is" terms and provisions set forth herein (the "As-Is Provisions"). The Permitted Exceptions and the As-Is Provisions are collectively referred to herein as the "Conveyance Exceptions").

GRANTEE AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS SPECIAL WARRANTY DEED, AND THE APPLICABLE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BETWEEN GRANTOR AND GRANTEE (THE "PURCHASE AND SALE AGREEMENT"), GRANTOR HAS NOT MADE AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN), COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITY OR USE WHICH GRANTEE

MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, SUITABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (G) UTILITY SERVICE FOR THE PROPERTY OR (H) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THE APPLICABLE PURCHASE AND SALE AGREEMENT AND IN ANY DOCUMENT EXECUTED BY GRANTOR CONCURRENTLY WITH THIS SPECIAL WARRANTY DEED, NO PERSON ACTING ON BEHALF OF GRANTOR IS AUTHORIZED TO MAKE, AND BY ACCEPTANCE HEREOF GRANTEE ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY; THEREFORE, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, IN THE APPLICABLE PURCHASE AND SALE AGREEMENT AND IN THE DOCUMENTS DELIVERED BY GRANTOR CONCURRENTLY HEREWITH, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR, AND HAS SATISFIED ITSELF WITH RESPECT TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS, SUBJECT TO (I) THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE HEREIN, IN THE APPLICABLE PURCHASE AND SALE AGREEMENT AND IN THE DOCUMENTS DELIVERED BY GRANTOR CONCURRENTLY HEREWITH AND (II) THE PROVISIONS OF THE PURCHASE AND SALE AGREEMENT THAT SURVIVE CLOSING (AS THAT TERM IS DEFINED IN THE PURCHASE AND SALE AGREEMENT) OR TERMINATION OF THE PURCHASE AND SALE AGREEMENT. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Conveyance Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's 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.

Ad valorem taxes, if any, for the year in which this Special Warranty Deed is recorded ("Current-Year Taxes") have been prorated as of the date hereof. By its acceptance of this Special Warranty Deed, Grantee hereby assumes payment of any Current-Year Taxes, taxes for subsequent years, and subsequent taxes for prior years to the extent same are due to Grantee's change in usage

of the Property.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor and Grantee on the dates of acknowledgment set forth below, to be effective for all purposes as of the _____ day of _____, 20__.

GRANTOR:

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

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on _____, 20__, by _____ of MIDTOWN REDEVELOPMENT AUTHORITY, a Texas nonprofit local government corporation, on behalf of said entity.

Notary Public, State of Texas

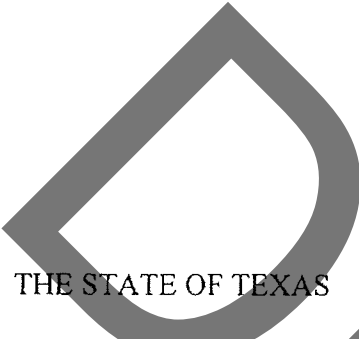
GRANTEE:

APV REDEVELOPMENT CORPORATION,
a Texas nonprofit corporation

By: *[Signature]*

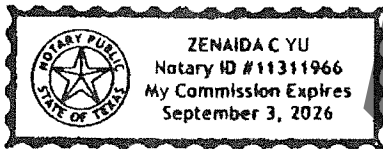
Printed Name: David A. Northrup, Sr

Title: Secretary



THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 16, 2023, by David A. Northrup, Sr., Secretary of APV REDEVELOPMENT CORPORATION, a Texas nonprofit corporation, on behalf of said entity.



[Signature]
Notary Public, State of Texas

After Recording, Return to:

EXHIBIT "A" TO DEED

Legal Description

[to be inserted]

DRAFT

EXHIBIT "B" TO DEED

Permitted Exceptions

[to be inserted]

DRAFT



9 Greenway Plaza Ste 110
Houston TX 77046
(713) 499-1800

Wire Transfer of Funds Notice

Incoming Domestic Wire

Deposit Account

XXXXXXXXXXXXXXXXX900

OLD REPUBLIC NATIONAL TITLE
INSURANCE CO ESCROW
777 POST OAK BLVD STE 200
HOUSTON, TX 77056-3211

Processing Date: 8/18/2023
Time: 2:10PM

The Following Information Was Received For: Regular Transfer of Funds

Originator: ID#: XXXXXXXXXXXXXXXX128
HOUSTON HOUSING AUTHORITY
2640 FOUNTAIN VIEW
HOUSTON
77057 US TX

Wire Amount: \$100,000.00

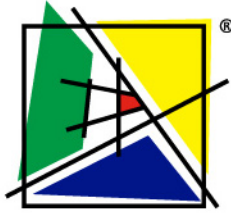
Beneficiary: ID#: XXXXXXXXXXXXXXXX900
OLD REPUBLIC NATIONAL TITLE INSU CO
ESCROW ACC, 1225 N. LOOP WEST SU 750
HOUSTON
77008 US

Wire Credited To:XXXXXXXXXXXXXXXXX900

IMAD: 20230818B6B7HU4R013841

Additional Wire Information:

Reference: 2023081800413951 Reference to Ben: 238IE5412L802U43 Originator to Ben: EARNEST MONEY FOR
MIDTOWN REDEVELOPMENT AUTHORITY ATTN: THOMAS HARTMAN REF: 23004399 Originating Bank: BOFAUS3N
Sending Bank: 0260-0959-3 BANK OF AMERICA, N.A., NY Instructed Amt: USD 100000.00 OMAD:
20230818MMQFMPPM00034008181506FT03



midtown
HOUSTON

DRAFT

**MIDTOWN CAPITAL IMPROVEMENTS
PROGRAM**

Capital Improvements Program

Caroline Street Reconstruction

- Design team meeting with City to review pilot areas identified to implement proposed corrections to punch list items not addressed by TxDOT contractor.
- Upcoming work includes cathodic protection system testing.

Change Orders

- CO #17 – Lighting package material provided by Midtown
 - o Amount: \$(-249,090.71)
 - o TxDOT fee (4.95%): \$0.00
 - o Total: \$(-249,090.71)

Construction Contract Budget

- Original Contract Amount: \$12,380,276.54
- Net Change Orders (including TxDOT fee): \$1,449,209.80
- Contract Amount to Date: \$13,829,486.34
- Change Order Time Adjustment Total – 173 days

Brazos Street Bridge Landscape Improvements

- The Brazos Street Bridge Landscape Improvements project will enhance the landscaped area at Bagby/Elgin intersection into green space adjacent to the Brazos Bridge facing Bagby Street.
- The scope of work includes tree planting, shrub and groundcover planting, site cleanup, irrigation, traffic control, and reinstallation of existing signage.
- The project is a partnership with Councilmember Kamin and Courtland Place Association; CM Kamin's office has provided \$25,000 towards the project; Courtland Place will provide \$20,000 for maintenance of the improvements.
- The bids for the project received on August 4, 2023 are as follows:

B&D Contractors	\$98,691.81
EarthFirst	\$66,000.00
Jerdon	\$99,977.77
Landscape Art	\$113,317.78

- Staff along with design consultants examined the bids to verify bid packages were submitted in accordance with the terms and conditions of the bid documents.

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 17 _____

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

Midtown Management District

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

- Existing Amended New
[Check one]

3. Indicate the type and amount of funding:

- Fixed Price (Lump Sum) (Estimated Amount _____)
 Actual Cost

CCSJ:	0912-71-003
Project:	C 912-71-3
Highway:	CS
County:	Harris
District:	12
Contract Number:	04173038

(a) Contract Items (Bid Items): _____ (\$249,090.71)

(b) E&C*: (a) x $\frac{0}{\text{enter \%}}$ = _____ \$0.00

TOTAL _____ (\$249,090.71)

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Funding for this Change Order has been arranged:	
_____ TxDOT Representative	_____ Date
Typed/Printed Name: _____	



CHANGE ORDER NBR.

17

REPORT DATE: 7/27/2023 3:18:50PM

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: \$13,914,993.87
PEND ADJ PROJ AMT: \$13,914,993.87
CONTRACTOR: J.D. ABRAMS, L.P.
CO AMOUNT: -\$249,090.71
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	

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

This Change Order provides for adjusting the quantity of three existing items of work and adding seven unique 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 (Midtown) agreed to provide the materials needed for the Light Fixture LA, Light Fixture LB, and the 12 FT. Light Pole contract items as Midtown wanted a specific kind and type of material to be used. 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 original material invoice cost has been deducted from the original bid price for the Light Fixture LA, Light Fixture LB, and the 12 FT. Light Pole items.

Per Special Specification 2223, the foundations and pier footings, mounting brackets, internal conductors, etc. for the 12 FT. Light Pole are incidental to the contract item and will remain incidental to added Item 9608-2011. 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 the Light Fixtures LC is due to the initial project delays and the delayed response on breaking up the lighting package.

The lighting package material that Midtown agreed to provide (Light Fixture LA, Light Fixture LB and the 12 FT. Light Poles) was delivered to the Contractor's field office in September 2020. In March 2022, the Contractor notified TxDOT that 6.00 EA LB Light Fixtures were missing/lost and needed to complete the installation of the pedestrian lighting items. To reimburse Midtown for purchasing 6.00 EA additional LB Light Fixtures to replace the ones that went missing/lost, all parties agreed to add a negative unique item of work to this change order (see Item 9608-2014 below).

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, hydro excavation performed for all of the 12 FT. Light Pole foundations throughout the project, and reimburse Midtown for purchasing 6.00 EA additional LB Light Fixtures.

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

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

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

- Item 9608-2008, UNIQUE CHANGE ORDER ITEM 8, LIGHT FIXTURE LA (LABOR & EQUIPMENT) – 74.00 EA at \$1,683.00/EA, where DOL=EA.
- Item 9608-2009, UNIQUE CHANGE ORDER ITEM 9, LIGHT FIXTURE LB (LABOR & EQUIPMENT) – 12.00 EA at -\$664.00/EA, where DOL=EA.
- Item 9608-2010, UNIQUE CHANGE ORDER ITEM 10, LIGHT FIXTURE LC MATERIAL ESCALATION – 27.00 EA at \$88.00/EA, where DOL=EA.
- Item 9608-2011, UNIQUE CHANGE ORDER ITEM 11, 12 FT. LIGHT POLE (LABOR, EQUIP., & INCIDENTAL MATERIAL) – 81.00 EA at \$2,891.00/EA, where DOL=EA.
- Item 9608-2012, UNIQUE CHANGE ORDER ITEM 12, ADDITIONAL 3' OF FOUNDATION IN RAIN GARDENS – 48.00 LF at \$357.10/LF, where DOL=LF.
- Item 9608-2013, UNIQUE CHANGE ORDER ITEM 13, HYDRO EXCAVATION FOR LIGHT POLE FOUNDATIONS – 1.00 LS at \$14,317.04/LS, where DOL=LS.
- Item 9608-2014, UNIQUE CHANGE ORDER ITEM 14, REIMBURSE MIDTOWN FOR THE 6 LB LIGHTS LOST – 1.00 LS at -\$4,169.55/LS, where 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 \$249,090.71. 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

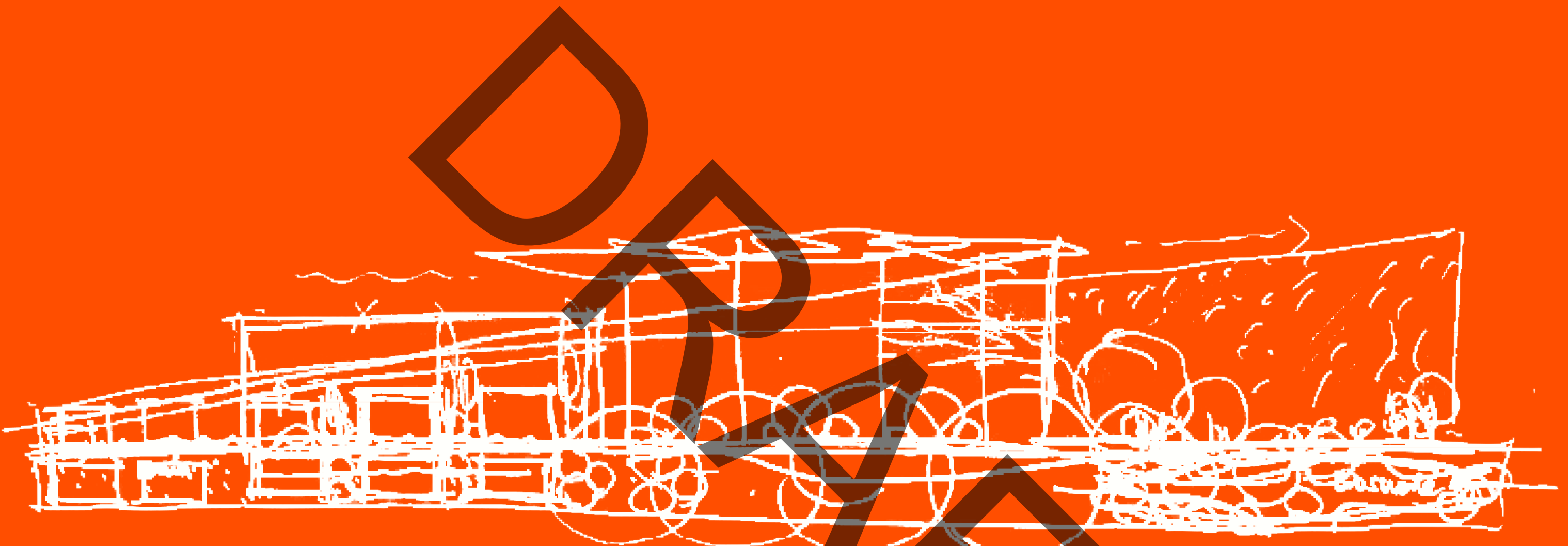
FHWA: _____
DATE

DRAFT

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	0820	22232008	000	12 FT. LIGHT POLE	EA	3,300.00000	97.000	-97.000	0.000	-\$320,100.00
001	0821	96082011		UNIQUE CHANGE ORDER ITEM 11	DOL	2,891.00000	0.000	81.000	81.000	\$234,171.00
		CO DESCR		CO 17, 12 FT.LIGHT POLE(LABOR, EQUIP.,& INCIDENTAL MATERIAL)						
		ADDTL CO DESCR 1		CO 17, 12 FT.LIGHT POLE(LABOR, EQUIP.,& INCIDENTAL MATERIAL)						
		ADDTL CO DESCR 2		DOL=EA						
001	0822	96082012		UNIQUE CHANGE ORDER ITEM 12	DOL	357.10000	0.000	48.000	48.000	\$17,140.80
		CO DESCR		CO 17, ADDITIONAL 3' OF FOUNDATION IN RAIN GARDENS, DOL=LF						
		ADDTL CO DESCR 1		CO 17, ADDITIONAL 3' OF FOUNDATION IN RAIN GARDENS, DOL=LF						
001	0823	96082013		UNIQUE CHANGE ORDER ITEM 13	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						
001	0824	96082014		UNIQUE CHANGE ORDER ITEM 14	DOL	-4,169.55000	0.000	1.000	1.000	-\$4,169.55
		CO DESCR		CO 17, REIMBURSE MIDTOWN FOR THE 6 LB LIGHTS LOST, DOL=LS						
		ADDTL CO DESCR 1		CO 17, REIMBURSE MIDTOWN FOR THE 6 LB LIGHTS LOST, DOL=LS						
									CHANGE ORDER AMOUNT	-\$249,090.71



BRAZOS BRIDGE BEAUTIFICATION

03/03/2022

PREPARED BY DESIGN WORKSHOP

EXISTING CONDITIONS | SITE IMAGERY

Potential:

- Extend this landscaped section into adjacent green space to provide improved aesthetics for adjacent neighborhood as well as visitors
- Provide tree canopy and planting space to reduce urban heat island effect, infiltrate and retain the stormwater, and to provide ecological value
- Bring history & cultural elements from Bagby Street and downtown into the section of street, contributing to a bigger city image and to create a stronger sense of place for the community

Challenge:

- Screen the noise and traffic
- Implement in a cost-benefits effective way
- Overcome views of bridge structure and enhance an otherwise harsh environment





A combination of shade trees and live screen with vines behind to create a 'backyard' feeling. White bark trees stand out from the screen to create visual focus, groundcover mix using native plants provides a colorful and cohesive layer with seasonal interest.



SHADE TREE

Mexican Sycamore
 River Birch
 Crape Myrtle (Single-stem)
 High-rise Live Oak



SHRUB

Azalea Varieties
 Oakleaf Hydrangea
 Pittosporum
 Boxwoods



PERENNIALS & GROUNDCOVER

Salvia Varieties; Rudbeckia
 Liriope



FERN/GRASSES

Wood Fern
 Flax lily
 Louisiana Iris
 Cast Iron Plant

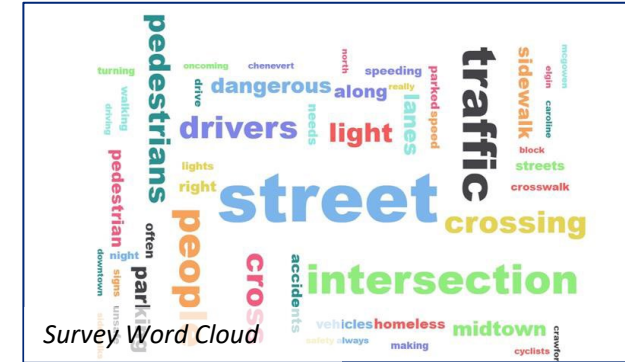
Rendered Species
 Alternative Varieties

REVIEW OF *RECENT WORK, FUNDING SUCCESS, AND CURRENT PROPOSALS*

Bryan Brown

August 2023

RECENT WORK



WHEELER AREA PROJECTS

- Schematic design for Caroline (Herman Park to Alabama) and for Cleburne (Main to La Branch)
- Grant funds from H-GAC grant to fund \$1.5 in bicycle and pedestrian improvements

FUNDING PURSUIT

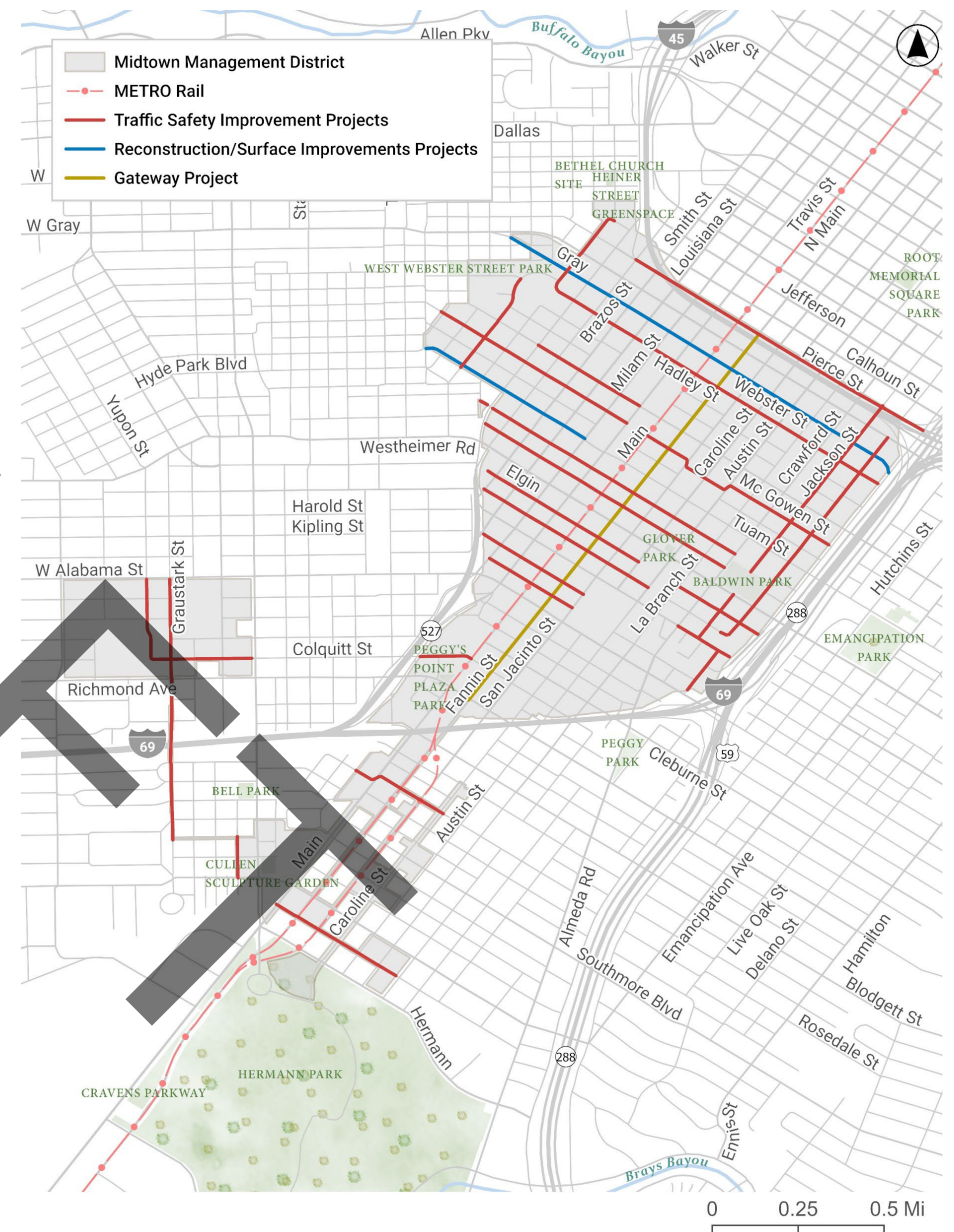
- FY 24 Community Funded Projects for Alabama Street Improvements and Affordable Housing Project
- H-GAC Call-For-Projects – Alabama Street, Webster Street, and Wheeler Cap Park
- Highway Safety Improvement Program (HSIP) – FY 24 call for projects coming soon
- FY 25 Community Project Funds call for projects in March 2024

MIDTOWN SAFE STREETS FOR ALL

- Data-driven study process with broad public engagement
- Identified 7 priority projects across district (as well as 10 others)
- Coordinated with City of Houston

MIDTOWN SAFE STREETS FOR ALL

Project No.	Project Name
1	McGowen Street Safety Improvements
2	Pierce Street Safety Improvements
3	Neighborhood Traffic Calming Project
4	Tuam Street Safety Improvements
5	Webster Street Total Reconstruction Project
6	Fannin Street Complete Street Program



RECENT FUNDING SUCCESSES

- FY 23 HUD Earmark/ Community Project Funds from Sheila Jackson Lee for **\$1,142,858**
 - Mobility improvements east of Main
- Expected FY 24 Earmark/ Community Project Funds from Sheila Jackson Lee for approximately **\$500,000**
 - Affordable Housing Program
- FY 23 HSIP Award for a total of **\$813,875**
 - Pierce St. Safety Improvements (\$284,972.00)
 - McGowen St. Safety Improvements (\$528,903.00)
- Cleburne and Caroline Corridor Projects: proposed to be funded by **\$1.562M** in FTA funds originally set for Wheeler

**SECURED
\$1.5 BILLION**
IN FUNDING FOR OUR
CLIENT BASE
OVER THE PAST
40 YEARS



Secured more than **\$4 M** for Midtown in the past two years.

CURRENT PROPOSALS

Grant management for FY23 HUD Earmark Compliance and Management

- **Cost - \$50,009**

Design Concept Review Intake Forms

- Projects from Safety Study, as well as Caroline and Cleburne
- **Cost - \$23,250**



THANK YOU

CONNECTING CAPITAL TO COMMUNITIES SINCE 1980

We solve mobility and infrastructure challenges that impact communities.
TGC connects planning, engineering and policy expertise to deliver projects when local capital is scarce.



Bryan Brown, ENV SP
Senior Associate
The Goodman Corporation
bbrown@thegoodmancorp.com
(713) 951-7951

ATTACHMENT B
Form of Work Order
WORK ORDER NO. 6

This Work Order No. 6 (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant date as of March 31, 2022 (the "PSA").

Work Order Date: 8/28/2023

Consultant: The Goodman Corporation

Type of Compensation: Lump Sum

Compensation: \$23,250

Location of Services: Houston, TX

Description of Services: Design Concept Report – Intake Form Development

Schedule Requirements: Commencement of Services: 9/1/2023

Completion of Services: 10/30/2024

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Matt Thibodeaux, Executive Director

Date: _____

Consultant:

THE GOODMAN CORPOORATOIN

By:  _____

Jim Webb, CEO

Date: 8/28/2023



**THE GOODMAN
CORPORATION**

HOUSTON:

3200 Travis Street

Suite 200

Houston, TX 77006

AUSTIN:

911 W. Anderson Lane

Suite 200

Austin, TX 78757

**PROJECT
SCOPE**

PHONE: (713) 951-7951

THEGOODMANCORP.COM

**Midtown Redevelopment Authority
Design Concept Report – Intake Form Development**

Background

July 2023 - Over the past year, The Goodman Corporation (TGC) has assisted the Midtown Redevelopment Authority (Midtown) with developing conceptual mobility improvement projects. These proposed improvements are spread throughout the Midtown area and focus largely on multimodal and safety enhancements. TGC has prepared schematic layouts, roadway cross sections, and cost estimates for these improvements.

In order to advance these projects forward with the City of Houston (City), a Design Concept Review (DCR) Intake Form needs to be completed for each project and submitted. Upon submittal of the DCR Intake Forms, the City will review each project and determine if the project needs to advance through the formal DCR process before moving to final design.

The following proposal provides assistance to Midtown staff to complete the DCR Intake form for the following projects:

- Pierce Street Safety Improvements
- McGowen Multimodal Improvements
- Neighborhood Traffic Calming Improvements
- Crawford Street Improvements
- Tuam Multimodal Improvements
- Cleburne Street Multimodal Improvements (short term improvements)
- Caroline Street Sharrow Improvements

Task 1 – DCR Intake Forms

TGC will complete DCR Intake Forms for each of the seven projects individually and submit to the City. This will include information including:

- Project type (reconstruction or surface improvements)
- Project need and purpose
- Project location map, lat/long, and proposed improvements by location
- Schematic diagrams
- Planned/expected completion dates
- Sources of funding
- Planned budget sources and uses
- Consistency with City of Houston/METRO/Midtown planning documentation
- Existing and proposed geometric configurations (lanes, widths, pedestrian realm)

Task 2 – Coordination and Meetings with the City

TGC will participate in all meetings requested by the City as part of the DCR Intake Form process including in-person and virtual meetings as well as responses to requests for information from the City. Upon completion of this Task, Midtown will know which projects can advance to final design without going through the formal DCR process and which ones will need to advance further through the process.

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs (travel, overhead, printing, etc.)

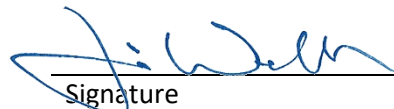
BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	DCR Intake Forms	\$15,750
2	Coordination and Meetings	\$7,500
	Total	\$23,250

Accepted for Midtown Redevelopment Authority

Signature Date

Print

Accepted for The Goodman Corporation

 _____
Signature Date

Jim Webb, AICP, ENV SP

Print

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into as of the Effective Date (as herein defined), pursuant to Chapter 791, Texas Government Code, as amended (the “Act”), by and between **OLD SPANISH TRAIL/ALMEDA CORRIDORS REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation created by the City of Houston, Texas (the “City”), pursuant to Chapter 431, Texas Transportation Code, as amended (the “Lead Sponsor” or “OST”); **GREATER SOUTHEAST MANAGEMENT DISTRICT**, a municipal management district created by the State of Texas and organized under the provisions of Chapter 375, Texas Local Government Code, as amended, and Chapter 3815, Texas Special District Local Laws Code, as amended (“GSEMD”); and **MIDTOWN REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation created by the City, pursuant to Chapter 431, Texas Transportation Code, as amended (“Midtown,” and together with GSEMD, the “Project Partners”) (each a “Party,” and collectively, the “Parties”).

RECITALS

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

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has awarded OST with funding in the amount of FOUR MILLION DOLLARS AND NO/100 (\$4,000,000.00) (the “HUD Contribution”) as part of its FY23 Community Project Funding Program (the “Program”) for the construction of certain transportation and infrastructure safety improvements (the “Project”); and

WHEREAS, in connection with the foregoing, OST will enter into that certain FY 2023 Community Project Grant Agreement No. B-23-CP-TX-1426 (together with all Exhibits and amendments relating thereto, the “Grant Agreement”), which will be attached hereto as **Exhibit A**, pursuant to which OST will disburse portions of the HUD Contribution to the Project Partners to complete the Project; and

WHEREAS, the Parties have agreed that it will be most efficient and in the public’s best interest to leverage resources and implementation efforts to complete the Project; and

WHEREAS, it is necessary and appropriate for all Parties to enter into this Agreement to facilitate the execution of the Grant Agreement and the completion of the Project pursuant to the terms of the Grant Agreement.

AGREEMENT

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

Article 1 The Project

Section 1.01. Project Composition. The Project shall be composed of three (3) individual transportation and infrastructure sub-projects to be completed by each of the Parties on the locations described in **Exhibit B** attached hereto.

Section 1.02. Agreement Exhibits. All Exhibits to this Agreement are fully incorporated herein and made a part of this Agreement as if fully set forth herein.

Article 2 Responsibilities of the Parties

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

- A. OST shall finalize and execute the Grant Agreement and shall cause all required information, including, without limitation, a narrative for the Project (the "Project Narrative") and a budget for the Project (the "Project Budget") to be attached thereto and submitted to HUD in compliance with the applicable federal requirements attached hereto as **Exhibit C** (the "Federal Requirements") and any other applicable rule, regulation, Program requirement, or law.
- B. OST shall comply with the Federal Requirements and with the provisions of the certification regarding lobbying attached hereto as **Exhibit D** (the "Certification Regarding Lobbying") to the extent necessary to meet its obligations as a Recipient. As used in this Agreement and its associated Exhibits, the term "Recipient" means an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency, pursuant to 2 C.F.R. § 200.1.
- C. OST shall cause the applicable portion of the HUD Contribution to be provided to each Project Partner in the amounts identified in **Exhibit E** attached hereto (the "Project Funding Schedule") and in a manner approved by HUD and consistent with the Grant Agreement and any other applicable HUD or Program policy.

- D. OST shall coordinate and cooperate with the Project Partners to approve and execute amendments to this Agreement or the Grant Agreement described in Article 4 below.
- E. OST shall provide timely ongoing reporting relating to the Project to HUD, as required by the Grant Agreement, Program requirements and the Federal Requirements, as applicable.
- F. OST shall be responsible for all Lead Sponsor's costs associated with its portion of the Project exceeding the amount allocated to OST in the Project Funding Schedule, including, but not limited to, any costs stemming from Lead Sponsor's non-compliance with the Grant Agreement, the Federal Requirements, or any other applicable rule, regulation, Program requirement or law.
- G. OST shall be responsible for all phases of its portion of the Project, including, but not limited to, planning, design, environmental clearance, bid and construction activities, as applicable.
- H. OST shall coordinate the tabulation and allocation of final Project costs at close-out of the Project.

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

- A. Each Project Partner shall provide OST with any information necessary to (i) develop and enter into a Grant Agreement with HUD and (ii) to comply with any applicable rules, regulations, or laws, including without limitation the Federal Requirements and any Program requirements relating thereto, in a timely manner.
- B. Each Project Partner, as a Subrecipient, shall comply with the Federal Requirements and the Certification Regarding Lobbying in the same manner and to the same extent as if it were a Recipient. As used in this Agreement and its associated Exhibits, the term "Subrecipient" means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award, pursuant to 2 C.F.R. § 200.1.
- C. Each Project Partner shall provide timely responses to any request from OST or HUD for information or other evaluation, approval, or rejection of items as may be necessary pursuant to the Grant Agreement or this Agreement, including without limitation the Project Narrative and the Project Budget.
- D. Each Project Partner shall deliver its respective portion of the Project pursuant to the terms of the Grant Agreement.
- E. Each Project Partner shall coordinate with OST to tabulate and allocate final Project costs at close-out of the Project.

- F. Each Project Partner shall be responsible for all of costs associated with its respective portion of the Project that exceed the amounts allocated to it in the Project Funding Schedule, including, but not limited to, any such costs incurred for non-compliance with the Grant Agreement, the Federal Requirements or any other applicable rule, regulation, Program requirement or law.
- G. Each Project Partner shall be responsible for all phases of its respective portion of the Project, including, but not limited to, planning, design, environmental clearance, bid and construction activities as applicable.

Article 3 Grant Agreement Finalization

Section 3.01. Finalization and Execution. OST shall coordinate with HUD to finalize and execute the Grant Agreement. Immediately upon finalization and execution of the Grant Agreement, OST shall attach a copy of the same to this Agreement, at which point, subject to Article 4 below, the Grant Agreement shall be deemed a part of this Agreement as if attached hereto on the Effective Date, in accordance with Section 1.02 herein.

Section 3.02. Dissemination to Project Partners. Following the occurrence of the events described in Section 3.01 above, OST shall send a copy of the executed Grant Agreement to the Project Partners in the manner described in Section 7.04 within (i) thirty (30) business days after execution or (ii) before any work on the Project has commenced, whichever occurs earlier.

Article 4 Amendments

Section 4.01. Amendments to the Agreement. Any provision of this Agreement may be amended; provided, however, that (i) no amendment, modification, or alteration of the terms of this Agreement is binding unless in writing and executed by all Parties or their successors and permitted assigns and (ii) this provision does not apply to a Grant Agreement Amendment (as defined herein) described in Section 4.02.A below.

Section 4.02. Amendments to the Grant Agreement.

- A. HUD may from time to time require OST to execute an amended Grant Agreement with revisions, updates, supplements, or modifications (“Grant Agreement Amendment”), and OST shall execute any such Grant Agreement Amendment within a reasonable timeframe. Upon OST’s execution of a Grant Agreement Amendment, the same shall be immediately incorporated herein without an amendment to this Agreement, and OST shall send copies of the Grant Agreement Amendment to the Project Partners within five (5) business days.
- B. Notwithstanding the foregoing, this Agreement shall be amended by written agreement among the Parties pursuant to Section 4.01 above if any Grant

Agreement Amendment requires the alteration of any term of this Agreement, and the Project Partners shall cooperate with OST to approve and execute such amendment in a timely manner so as not to delay progress on the Project.

Article 5

Term of Agreement; Cancellation

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

Article 6

Liability and Immunity

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

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

Section 6.03. Shared Liability under Grant Agreement. In the event that a dispute arises between OST and HUD related to the Grant Agreement and such dispute arises from OST’s performance or nonperformance of the subject matter called for in the Grant Agreement, OST shall be responsible for prosecuting or defending such dispute and all costs associated therewith; provided, however, that to the extent such dispute involves either the action or inaction of either Project Partner, that Project Partner agrees (i) to jointly prosecute or defend such dispute and (ii) to share in the costs associated with the same to the extent allowable by applicable law. Furthermore, in the event that OST is found liable for any cause, claim, costs, judgments, or fees associated with the Grant Agreement, including any voluntary settlement related to the same, OST shall be solely responsible for all costs associated therewith. Notwithstanding the foregoing, to the extent liability is shared between OST and either Project Partner as a result of the action or inaction of that Project Partner, that Project Partner shall reimburse OST for any amount related thereto proportionate to that Project Partner’s share of the Project. This Section 6.03 shall not apply to a Project Partner if liability under the Grant Agreement does not arise from that Project Partner’s action or inaction.

Section 6.04. Indemnification. To the extent allowable by applicable law, a Party against whom any third party brings or asserts any claim, action, suit, charge or judgment (“Indemnitor”) will defend, indemnify, and hold harmless the other Parties and their employees, agents, successors, and assigns (collectively, the “Indemnitees”) from such claim, action, suit or judgment arising out of the Indemnitor’s actions or inactions relating to the subject matter called for in this Agreement or the Grant Agreement, as applicable. Notwithstanding the foregoing, an Indemnitor’s obligations under this Section 6.04 shall not extend to any claim, action, suit or judgment arising from the negligence or willful misconduct of any of the Indemnitees, unless the Indemnitor or any of its agents or employees contributed to such gross negligence or willful misconduct.

**Article 7
Miscellaneous**

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

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

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

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

OST
OST/Alameda Corridors Redevelopment
Authority
c/o Executive Director
5445 Alameda Road, Suite 545
Houston, Texas 77004

With copy to:

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

With copy to:
Bratton & Associates, PLLC

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

c/o Lynette Bratton
12 Greenway Plaza, Suite 1100
Houston, Texas 77046

Midtown

Midtown Redevelopment Authority
c/o Executive Director
410 Pierce St, Suite 355
Houston, TX 77002

With copy to:
Bracewell LLP
c/o Barron Wallace
711 Louisiana Street, Suite 2300
Houston, Texas 77002

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

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

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

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

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

Section 7.07. Force Majeure. No Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this Section), embargoes, epidemics and pandemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

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

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

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

Section 7.11. Counterparts. This Agreement may be executed electronically or by electronic means, in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a Party on this Agreement binds that Party to the terms, covenants and conditions of this Agreement.

Section 7.12. Headings. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

Section 7.13. Warranty. By execution of this Agreement, each Party warrants that the duties accorded to the Party in this Agreement are within the powers and authority of the Party.

Section 7.14. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

[Signature Page Follows]

APPROVED:

**OST/ALMEDA CORRIDORS
REDEVELOPMENT AUTHORITY**

**GREATER SOUTHEAST MANAGEMENT
DISTRICT**

By: *Algeria Scott Davis*
Name: ALGERIA SCOTT DAVIS
Title: BOARD CHAIR
Date: 8-15-2023

DocuSigned by:
Brian G Smith
129EAAB0A252402...
By: Brian G Smith
Name: Brian G Smith
Title: Chairman
Date: 8/28/2023

**MIDTOWN REDEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____
Date: _____



Exhibit A
Grant Agreement
(to be attached)

DRAFT

**Exhibit B
Project Locations
(to be attached)**

DRAFT

Exhibit C¹
Federal Requirements²

I. Federal Law Requirements.

(a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200). Requirements of 2 C.F.R. Part 200 regulations including provisions related to the following apply to Recipients with respect to their award of Community Project Funding (“CPF”) grants:

- (1) Suspension and debarment at 2 C.F.R. § 200.214;
- (2) Prohibition on certain telecommunications and video surveillance services or equipment at 2 C.F.R. § 200.216;
- (3) Financial management, internal controls, and federal payment requirements at 2 C.F.R. §§ 200.302, 200.303, and 200.305;
- (4) Program income requirements at 2 C.F.R. § 200.307;
- (5) Revision of budget and program plans at 2 C.F.R. § 200.308;
- (6) Disposition of property acquired with CPF funds at 2 C.F.R. § 200.311;
- (7) Procurement requirements at 2 C.F.R. § 200.317-327;
- (8) Record retention and access requirements at 2 C.F.R. § 200.334-.338;
- (9) Reporting requirements at 2 C.F.R. § 200.328-.330, including on the status of property acquired with CPF funds at 2 C.F.R. § 200.330;
- (10) Subrecipient monitoring and management at 2 C.F.R. § 200.331-.333;
- (11) Remedies for noncompliance at 2 C.F.R. § 200.339-.343;
- (12) Closeout of federal grants at 2 C.F.R. § 200.344-.346;
- (13) Cost principles at 2 C.F.R. Part 200, subpart E; and
- (14) Audit requirements at 2 C.F.R. Part 200, subpart F.

(b) Environmental Review Requirements (24 C.F.R. Part 50 or Part 58). All projects funded by HUD are subject to requirements under the National

¹ Capitalized terms not defined herein have the meaning assigned to the same in the Agreement.

² Pulled from FY2023 Economic Development Initiative Community Project Funding Grant Guide.

Environmental Policy Act (“NEPA”) and HUD’s NEPA-implementing regulations at 24 C.F.R. Part 50 or 24 C.F.R. Part 58.

- (c) Indirect Cost Rate. The Recipients to seek and obtain federal assistance only for the eligible costs of the award that are consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with indirect cost rules under 2 C.F.R. Part 200, subpart E.
- (d) Economic Opportunities for Low and Very Low-Income Persons: Section 3 Requirements (24 C.F.R. Part 75) and Indian Preference. The requirements of Section 3 of the Housing and Urban Development Act of 1968 found at 24 C.F.R. Part 75 apply to all Recipients that are awarded \$200,000 or more for projects involving housing construction, rehabilitation, or other public construction. Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects), and the HUD regulations at 24 C.F.R. Part 75, ensure, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low-and very low-income persons where a proposed project is located.
- (e) Uniform Relocation Assistance and Real Property Acquisitions Policies Act. With certain limited exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. §§ 4601 et seq.), and the government-wide regulations issued by the Federal Highway Administration at 49 C.F.R. Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for federal or federally funded programs or projects. Real property acquisition that receives federal financial assistance for a program or project, as defined in 49 C.F.R. § 24.2, must comply with the acquisition requirements contained in 49 C.F.R. Part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 C.F.R. Part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.
- (f) Generally Applicable HUD requirements (24 C.F.R. Part 5, subpart A and 24 C.F.R. § 1000.12). The Recipients must comply with the generally applicable HUD and Community Planning and Development requirements, in 24 C.F.R. Part 5, subpart A, including all applicable fair housing, and civil rights requirements.

- (g) Equal Participation of Faith Based Organizations. The Recipients are subject to HUD's regulations at 24 C.F.R. § 5.109 concerning equal participation of faith-based organizations in HUD programs and activities.
- (h) SAM Registration and Unique Entity Identifier. The System for Award Management ("SAM") and Universal Identifier Requirements under 2 C.F.R. Part 25 apply. Unless subject to the exceptions in 2 C.F.R. § 25.110 and § 25.200(c), each applicant for a CPF award must:
- (1) Be registered in SAM.gov (<https://sam.gov/content/home>) before submitting an application or plan;
 - (2) Maintain an active SAM registration with current information, including information on a Recipient's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a federal contract or grant within the last three years, if applicable, at all times during which the applicant has an active federal award or an application or plan under consideration by a federal awarding agency; and
 - (3) Provide its unique entity identifier in each application or plan submitted to HUD.
- (i) Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended (FFATA). Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended ("FFATA"). FFATA requires information on federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov. Accordingly, the award will be subject to the requirements provided by the Award Term in Appendix A to 2 C.F.R. Part 170, "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the federal funding for the award (including funding that may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this award term include filing subaward information in the FFATA Sub-award Reporting System (FSRS.gov) by the end of the month following the month in which the Recipient awards any sub-grant equal to or greater than \$30,000.
- (j) David Bacon and Related Acts (DBRA). Compliance with Davis Bacon and Related Acts ("DBRA") is not a condition or requirement for CPF grants but may be required if your project is also supported by other funds which do require adherence to the DBRA.
- (k) Suspension and Debarment. The governmentwide debarment and suspension regulations in 2 C.F.R. Part 180 apply as incorporated and supplemented by HUD's implementing regulations in 2 C.F.R. Part 2424.

- (l) *Prohibition Against Lobbying Activities.* The Recipients are subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the “Byrd Amendment”), and 24 C.F.R. Part 87, which prohibit Recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a federal award. The Recipients will be required to certify in their Grant Agreement that no federal funds have been used to lobby. In addition, The Recipients must disclose, using Standard Form LLL (“SF-LLL”), “Disclosure of Lobbying Activities,” any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific awards. Federally recognized Indian tribes and Tribal Designated Housing Entities (“TDHEs”) established by federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment, but state-recognized Indian tribes and TDHEs established only under state law shall comply with this requirement. Applicants must submit the SF-LLL if they have used or intend to use non-federal funds for lobbying activities.
- (m) *Drug-Free Workplace.* The Recipients must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 2429, which adopts the governmentwide implementation (2 C.F.R. Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
- (n) *Trafficking in Persons.* The Lead Sponsor agrees to comply and assures the compliance of each Project Partner with the Federal Requirements and guidance required by 2 C.F.R. Part 175 and is described in Appendix 7 of the Grant Agreement.
- (o) *Conflicts of Interest.* Conflicts Subject to Procurement Regulations. In the procurement of property or services by the Recipients, the conflict-of-interest rules in 2 C.F.R. § 200.317 and 2 C.F.R. § 200.318(c) shall apply. In all cases not governed by 2 C.F.R. § 200.317 and 2 C.F.R. § 200.318(c), the Recipients must follow the requirements described in Appendix 6 of the Grant Agreement.
- (p) *Award Term and Condition for Recipient Integrity and Performance Matters.* If the total federal share of the federal award may include more than \$500,000 over the period of performance, the requirements of Sections II and III below will apply.

II. Reporting of Matters Related to Recipient Integrity and Performance.

- (a) *General Reporting Requirement.* If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the

period of performance of this federal award, then you as the Recipient during that period of time must maintain the currency of information reported to the System for Award Management (“SAM”) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (“FAPIIS”)) about civil, criminal, or administrative proceedings described in paragraph (b) of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

(b) *Proceedings About Which You Must Report.* The Recipients must submit the information required about each proceeding that:

- (1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- (2) Reached its final disposition during the most recent five-year period; and
- (3) Is one of the following:
 - (A) A criminal proceeding that resulted in a conviction, as defined in paragraph (e) of this award term and condition;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (C) An administrative proceeding, as defined in paragraph (e) of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (D) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph (b)(3)(A) above, (B), or (C) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

- (c) Reporting Procedures. The Recipient must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph (b) of this award term and condition. The Recipient do not need to submit the information a second time under assistance awards that they received if they already provided the information through SAM because they were required to do so under federal procurement contracts that they were awarded.
- (d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term and condition, the Recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- (e) Definitions. For purposes of this award term and condition:
- (1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and State level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - (2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
 - (3) Total value of currently active grants, cooperative agreements, and procurement contracts includes:
 - (A) Only the federal share of the funding under any federal award with a Recipient cost share or match; and
 - (B) The value of all expected funding increments under a federal award and options, even if not yet exercised.

Exhibit D Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

Exhibit E¹
Project Funding Schedule

Party	Amount
OST	\$1,428,571
GSEMD	\$1,428,571
Midtown	\$1,142,858
Total	\$4,000,000

¹ Capitalized terms used herein have the meaning assigned to the same in the Agreement.

ATTACHMENT B
Form of Work Order
WORK ORDER NO. 5

This Work Order No. 5 (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant date as of March 31, 2022 (the "PSA").

Work Order Date: 8/28/2023

Consultant: The Goodman Corporation

Type of Compensation: Lump Sum

Compensation: \$50,009

Location of Services: Houston, TX

Description of Services: Transportation and Infrastructure Safety Improvement Project Department of Housing and Urban Development (HUD) Compliance and Management

Schedule Requirements: Commencement of Services: 9/1/2023

Completion of Services: 10/30/2025

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Matt Thibodeaux, Executive Director

Date: _____

Consultant:

THE GOODMAN CORPOORATOIN

By:  _____

Jim Webb, CEO

Date: 8/28/2023



**THE GOODMAN
CORPORATION**

HOUSTON: 3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

**PROJECT
SCOPE**

PHONE: (713) 951-7951

THEGOODMANCORP.COM

**Midtown Redevelopment Authority
Transportation and Infrastructure Safety Improvement Project
Department of Housing and Urban Development (HUD)
Compliance and Management**

Background

March 2023 - The Goodman Corporation (TGC) has assisted the Midtown Redevelopment Authority, along with the Greater Southeast Management District and the OST/Alameda Corridors Redevelopment Authority in the successful pursuit of \$4,000,000 in Department of Housing and Urban Development (HUD) resources through the “grants for the Economic Development Initiative (EDI)” program. This scope of work will enable TGC to complete tasks related to the National Environmental Policy Act (NEPA), grant management, grant compliance and procurement, and overall administration and close-out.

Task 1 – Grant Initiation and Execution

TGC will coordinate with HUD and the Authority as necessary to receive, review, and document the initial grant agreement between the agencies. This will include establishing the Authority in Login.gov, updating the System for Award Management (if needed), and other databases as necessary for grant management, reporting, and financial disbursement. TGC will coordinate all activities on behalf of the Authority, working in concert with the Authority’s Administrator and Legal Counsel. TGC will coordinate and manage all activities through funding coordination, allocation, and initial execution of a grant agreement between the Authority and HUD.

Task 2 – National Environmental Policy Act (NEPA)

This project assumes a level of effort commiserate with a Categorical Exclusion (CE). TGC will complete the project documentation and reporting required for a clearance determination through the NEPA process. TGC will complete the following analysis, as required by HUD: species and habitat analysis, initial submittal to the State Historic Preservation Office (SHPO) for historic and archaeological resources, assessment of impacts to wetlands and water resources, and an Environmental Justice assessment, and will prepare other documentation related to rights-of-way, land use, farmland soil, utilities, community impacts, air quality, cumulative and indirect impacts, and visual aesthetic impacts as needed. TGC will submit all documentation to HUD, the Texas Historical Commission, and other regulatory agencies as necessary and appropriate. This task excludes the facilitation of a public meeting, completion of Phase I and Phase II Environmental Site Assessments for City of Houston review, archeological or historic surveys beyond the initial SHPO submittal, air quality analysis beyond CE level (i.e., hot spot, mobile source air toxics, or carbon monoxide traffic air quality analysis), wetland and/or stream delineation, Army Corps of Engineers jurisdictional determination and/or permitting, Waters of the U.S.

delineation, Coast Guard permitting, traffic analysis, or noise analysis. If required or necessary, TGC will submit additional task orders for these activities.

Task 3 – Procurement Assistance

Through the procurement phase, TGC will complete the following for a single procurement:

- Coordinate with multiple agencies in the partnership in the preparation of the project manual, federal and/or state pre-award certifications, federal contract clauses, solicitation documents, and materials per HUD requirements.
- Prepare and maintain the procurement file to include information on procurement history, independent cost estimate (ICE), Disadvantaged Business Enterprise (DBE) outreach and requirements, advertisement, evaluation process/criteria, and a written summary of the evaluation process for the procurement record.
- Coordinate advertisement language with the Authority and its partners.
- Participate in project pre-bid meetings.
- Review bids for responsibility and responsiveness including debarment checks.
 - If the procurement is determined to be a Request for Proposal instead of an Invitation for Bids, assist the evaluation committee with the selection process.
- Coordinate with Authority Administrator and Legal Counsel on the development of HUD compliant contract documents for execution.
- Coordinate with HUD Project Management on the submittal of information pre- and post-letting/award for necessary review and approvals.

Task 4 – Project/Contract Implementation

Through contract phase, TGC will complete the following:

- Attend the project meeting to address project compliance related items; develop and maintain monthly tracking log of overall project costs, federally eligible costs, minority/small/women-owned business enterprise participation, Buy America, and other documentation pertinent to federal compliance.
- Review monthly submittals and verify accurate project progress per HUD requirements.
- Monitor and ensure prompt payment of subcontractors (30 days to pay prime, prime has 10 days to pay subcontractors upon receipt of payment, per State of Texas law which is more restrictive than federal law).
- Review requests for project related change orders and coordinate with the Authority to produce an ICE per HUD requirements; review ICE and document for the file; and ensure comparison with a similar format ICE from the general contractor.
- Organize and finalize contract close out documentation and prepare files for Authority records.

Task 5 – Lifecycle Reporting and Disbursement Assistance

TGC will provide grant management support to include the completion of federal milestone progress reports, federal financial reports, and other associated documentation as necessary to meet HUD requirements. TGC will complete the following activities to facilitate the Authority's compliance with HUD grant management requirements.

- Gather information and submit quarterly reports on 1) project progress and 2) financial expenditures.
- Coordinate and manage access to federal financial systems between the multiple agencies so that requests for reimbursement for eligible costs can be submitted.
- In coordination with the multiple agencies, verify payment to contractor and submit payment reimbursements monthly.
- Provide the HUD point of contact with project-specific information for required monthly reports.
- Coordinate with HUD point of contact if project scope, schedule, and/or budget modifications require an amendment to the grant agreement – completion of required amendments.
- Maintain and update the grant period of performance as required.
- Complete grant close-out process upon project completion.

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs (travel, overhead, printing, etc.)

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	Grant Initiation and Execution	\$14,531
2	National Environmental Policy Act	\$9,718
3	Procurement Assistance	\$10,643
4	Project/Contract Implementation	\$7,096
5	Lifecycle Reporting and Disbursement Assistance	\$8,021
	Total	\$50,009

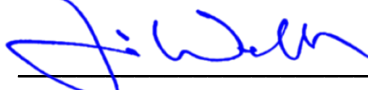
Accepted for Midtown Redevelopment Authority

Signature

Date

Print

Accepted for The Goodman Corporation



8/28/2023

Signature

Date

Jim Webb, CEO

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