



**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
DECEMBER 14, 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 **special** meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on **Thursday, December 14, 2023, at 12:00 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. Consent Agenda for the Midtown Reinvestment Zone:
 - a. Minutes for November 30, 2023
4. Consent Agenda for the Authority:
 - a. Minutes for November 30, 2023
5. Midtown Affordable Housing Program:
 - a. Affordable Housing Operations Campus

- b. Extension of Amended and Restated Affordable Housing Initiative Services Agreement
- c. Request from Houston Housing Authority relating to the Third Ward-Cuney Homes Choice Neighborhood Implementation Grant Application to the Department of Housing and Urban Development
- e. Letter of Support for the Houston Housing Authority's application for funding to the Department of Housing and Urban Development for a Choice Neighborhood Implementation Grant for revitalization of the Third Ward-Cuney Homes

6. Personnel Matters

7. 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).

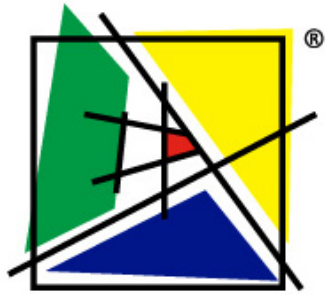
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

8. Adjourn



Matt Thibodeaux

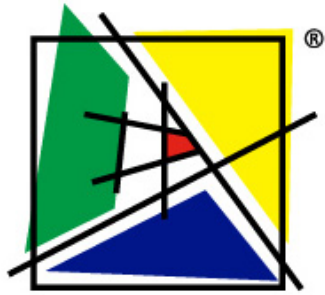
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CONSENT AGENDA



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ZONE MINUTES

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

November 30, 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, November 30, 2023, at 12:00 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	Deanea LaFlore
3	Michael Lewis	8	John Thomas
4	Michael F. Murphy	9	Zoe Middleton
5	Al Odom		

and all the above were present except Directors Thomas.

In attendance were Authority staff members: Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Jeremy Rocha, Kayler Williams, Jaime Giraldo, Willie Larry, and Cynthia Alvarado; Peggy Foreman of Burney & Foreman; Barron F. Wallace and Mary Buzak of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Algenita Davis, Sean Haley, Kate Ranachan and Bob Bradford of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Jeri Brooks and Janice Evans of One World Strategy Group; Alex Ramirez of Design Workshop; Elena Bruess and Matt Sledge of Houston Landing; Kimberly Phipps Nichol of Bluewater Studio; Kevin Shelton of Park Street Homes; LeRon Wilson, Executive Director of TIRZ #25; and Midtown residents Scott Harbors and Betty Brooks.

Chair Odom called the meeting to order.

MINUTES FOR OCTOBER 26, 2023

Director Murphy made a motion to approve the minutes of October 26, 2023. The motion was seconded by Director Goren and carried by unanimous vote.

EXECUTIVE SESSION

The Board did not enter a closed executive session.

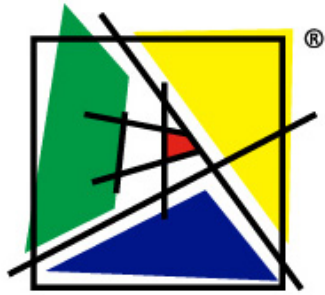
ADJOURN

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

Camille Foster, Asst. Secretary

Date

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AUTHORITY MINUTES

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

November 30, 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, November 30, 2023, at 12:00 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	Deanea LaFlore
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and all the above were present except Director Thomas.

In attendance were Authority staff members: Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Jeremy Rocha, Kayler Williams, Jaime Giraldo, Willie Larry, and Cynthia Alvarado; Peggy Foreman of Burney & Foreman; Barron F. Wallace and Mary Buzak of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Algenita Davis, Sean Haley, Kate Ranachen and Bob Bradford of CCPPI; Roberta Burroughs of Roberta F. Burroughs & Associates; Jeri Brooks and Janice Evans of One World Strategy Group; Alex Ramirez of Design Workshop; Elena Bruess and Matt Sledge of Houston Landing; Kimberly Phipps Nichol of Bluewater Studio; Kevan Shelton of Park Street Homes, LLC; LeRon Wilson, Executive Director of TIRZ #25; and Midtown residents Scott Harbors and Betty Brooks.

Chair Odom called the meeting to order.

PUBLIC COMMENTS

Mr. Kevan Shelton of Park Street Homes, LLC, presented a summary of a proposal to amend the terms of the Development and Purchase Agreement between the Authority and Park Street Homes, LLC to increase the sale price of the homes by \$15,000 which funds would then be used to buy down the mortgage interest rate for the Homebuyer. He stated that using this strategy would assist buyers in purchasing the home given the rapid rise in interest rates over the past several months. Chairman Odom asked the Executive Director to meet with Mr. Shelton regarding this matter.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR OCTOBER 26, 2023

MONTHLY FINANCIAL REPORTS FOR OCTOBER 2023
ANNUAL RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH IDS ENGINEERING GROUP
ANNUAL RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH LIONHEART PLACES
RATIFICATION AND ACKNOWLEDGMENT OF AN OPTION AGREEMENT WITH WILLIAM A. LAWSON INSTITUTE FOR PEACE AND PROSPERITY, INC

Mr. Thibodeaux presented the Consent Agenda. Director Goren made a motion to approve the Consent Agenda as presented. The motion was seconded by Director Murphy and carried by unanimous vote.

INVESTMENT REPORT QUARTER ENDING SEPTEMBER 30, 2023

Ms. Melissa Morton, CPA, of The Morton Accounting Services, presented the written investment report. She gave a summary of the interest yield in each account for the quarter ending September 30, 2023 and stated that the average interest rate was 2.8948% and the amount earned on Authority accounts was \$345,077.

Director Goren made a motion to approve the investment report as presented. The motion was seconded by Director Lewis and carried unanimously.

AFFORDABLE HOUSING OPERATIONS CAMPUS

AFFORDABLE HOUSING OPERATIONS CAMPUS

CHANGE ORDERS

Marlon Marshall, Senior Director of Engineering & Strategic Development, presented Change Order #12 in the amount of \$1,371.40 to disable the crash bar on the door to disallow entry from the terrace into the building and relocate the exit sign. He reported the change order was requested by Third Ward Community Cloth due to a design error and that a contractor will be mobilized to remove and replace the tenant's door for access to the terrace of the building.

Director Foster made a motion to approve Change Order #12 in the amount of \$1,371.40 to disable the crash bar on the door to disallow entry from the terrace into the building and relocate the exit sign. The motion was seconded by Director Murphy and carried by unanimous vote.

Mr. Marshall presented Change Order #13 in the amount of \$17,506.76 for the replacement of the terrace door at another location within the building. Director Murphy made a motion to approve Change Order #13 in the amount of \$17,506.76 for the replacement of the terrace door at another location within the building. The motion was seconded by Director Goren and carried by unanimous vote.

AFFORDABLE HOUSING REPORT

Sean Haley gave the affordable housing report on behalf of CCPPI. He reminded the Board that a Request for Proposals was issued for development of approximately 91 available lots. He stated that 11 responses were submitted and that after review and evaluation by the CCPPI review team, a recommendation for the award of 48 lots is being made to the Board.

Algenita Davis with CCPPI reported that work with City representatives continue relating to the proposed Affordable Housing Development Plan down payment assistance program for the 46 scattered site affordable single-family homes to be constructed on Authority owned vacant land. She reminded the Board that a Memorandum of Understanding was negotiated with the City to provide \$50,000.00 in down payment assistance directly to qualified homebuyers to assist with the purchase of these 46 single-family affordable homes. She stated that the potential qualified homebuyers must apply directly with the City and provide supporting documentation to the City to evidence their eligibility for these funds.

Chair Odom and other Board members asked questions about funding of infrastructure improvements for the 46 lots and pricing analysis of comparable 2- and 3-bedroom affordable single-family homes.

Peggy Foreman with Burney and Foreman explained that the down payment assistance will be provided directly to qualified homebuyers in lieu of the City providing funds to the developers for infrastructure costs. This structure will allow for these homes to be sold at a higher sales price that will provide funds to the developer to cover the cost of certain infrastructure improvements being made by the developer, while also assisting qualified homebuyers to purchase the home. She stated that the negotiated higher sales prices are still within the definition of affordable homes and are generally less than or equal to the maximum sales prices for other City affordable housing programs.

RECOMMENDATION TO MOVE FORWARD WITH NEGOTIATIONS OF AGREEMENTS TO AWARD AND CONVEY VACANT LOTS TO THREE (3) NOT-FOR-PROFIT AND THREE (3) FOR-PROFIT DEVELOPERS FOR DEVELOPMENT OF A TOTAL OF APPROXIMATELY 48 SINGLE-FAMILY AFFORDABLE HOMES

Ms. Davis presented the recommendation to move forward with negotiations of agreements for the development of 48 single-family affordable homes on Authority owned lots with the following developers: Lin Development, LLC, Changes Happens CDC, Houston Habitat for Humanity, Inc., Fifth Ward Community Redevelopment Corporation, Epic Homes, LLC and Titanium Builders, LLC. She stated that a written recommendation was contained in the Board Packet providing more details regarding the single-family affordable homes to be constructed.

Following all discussion, Director Murphy made a motion to proceed with negotiations with the six developers, specifically, Lin Development, LLC, Changes Happens CDC, Houston Habitat for Humanity, Inc., Fifth Ward Community Redevelopment Corporation, Epic

Homes, LLC and Titanium Builders, LLC. as recommended. The motion was seconded by Director Goren and carried by unanimous vote.

MIDTOWN CAPITAL IMPROVEMENTS PROGRAM

CAROLINE STREET RECONSTRUCTION – ESPA CORP/KCI

Mr. Marshall reported that the design team met with City representatives to review preliminary drawings of pilot areas for proposed corrections to punch list items not addressed by the TxDOT contractor. He stated that drawings will be submitted to the City's interagency group for final approval.

CHANGE ORDERS

Mr. Marshall presented Change Order #74 in the amount of \$18,469.18 for revisions to a traffic control plan for construction operations along Elgin Street between Austin and Caroline Streets, due to the addition of bike lanes and parking lanes on Austin Street since the onset of the project.

Director Goren made a motion to approve Change Order #74 in the amount of \$18,469.18 for revisions to a traffic control plan for construction operations along Elgin Street between Austin and Caroline Streets, due to the addition of bike lanes and parking lanes on Austin Street since the onset of the project. The motion was seconded by Director Murphy and carried by unanimous vote.

Mr. Marshall presented Change Order #75 in the amount of \$1,114.34 for removal of existing bushes in conflict with a new sidewalk between Webster and Gray Streets. Director Middleton made a motion to approve Change Order #75 in the amount of \$1,114.34 removal of existing bushes in conflict with a new sidewalk between Webster and Gray Streets. The motion was seconded by Director Murphy and carried by unanimous vote.

Mr. Marshall presented Change Order #76 in the amount of \$2,440.85 for bollard finish change. He advised the Board that the change order for the bollard finish change is to correct an error made by the consultant/contractor. He stated that this change order will be included in negotiations with the consultant/contractor under the errors and omissions provisions of the contract. Director Goren made a motion to approve Change Order #76 in the amount of \$2,440.85 for bollard finish change. The motion was seconded by Director Murphy and carried unanimously.

BRAZOS STREET BRIDGE LANDSCAPE IMPROVEMENTS

Mr. Marshall reported that the Brazos Street Bridge Landscape Improvements project will enhance the landscaped area at the intersection of Bagby and Elgin Streets into green space adjacent to the Brazos Bridge facing Bagby Street. He stated that the contractor is awaiting City approval of a traffic control plan to begin work.

SIDEWALK ASSESSMENT

Mr. Marshall reported that the last sidewalk assessment was completed in 2018 by the City and is currently being updated. The updated sidewalk assessment will be shared once the Authority has a copy of the document.

PERSONNEL MATTERS

No action was taken on this matter at this time.

Chair Odom provided a brief statement regarding a pending personnel matter. He reported that following an internal Authority investigation involving a former employee, the matter has been referred to law enforcement. He reminded the Board that the employee was terminated in May 2023, due to a conflict of interest involving a former Midtown vendor. As part of the Authority's internal investigation additional information was discovered that led the Authority to make a referral to law enforcement.

EXECUTIVE SESSION

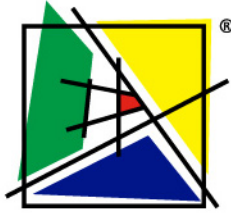
No action was taken on this matter at this time.

ADJOURN

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

Camille Foster, Assistant Secretary

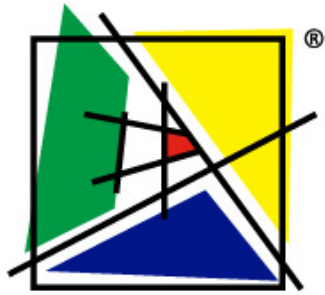
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MIDTOWN AFFORDABLE HOUSING
PROGRAM



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CCCPPI AGREEMENT

**AMENDED AND RESTATED
AFFORDABLE HOUSING INITIATIVE SERVICES AGREEMENT**

By and Between

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

And

MIDTOWN REDEVELOPMENT AUTHORITY

And

THE CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT

January 1, 2021

AMENDED AND RESTATED

AFFORDABLE HOUSING INITIATIVE SERVICES AGREEMENT

This Amended and Restated Affordable Housing Initiative Services Agreement (this “**Agreement**”), dated as of January 1, 2021, but effective as of the date of execution hereof, is made by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “**Zone**”), a tax increment reinvestment zone created by the City of Houston, Texas (the “**City**”) in accordance with Chapter 311, Texas Tax Code; the MIDTOWN REDEVELOPMENT AUTHORITY (the “**Authority**”), a local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code; and THE CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT (“**CCPPI**”), a Texas public non-profit corporation organized under Chapter 22, Texas Business Organizations Code, as amended (the “**Texas Non-Profit Corporation Act**”).

RECITALS

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

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas; and

WHEREAS, the City, the Zone and the Authority entered into that certain Amended Agreement dated July 18, 2000, and approved pursuant to Ordinance No. 2000-494 (as amended, the “**Midtown Agreement**”), pursuant to which the City delegated to the Authority the power and authority to administer the Zone including, but not limited to, the power to use certain tax increment revenues dedicated to provide affordable housing pursuant to Section 3(H) thereof; and

WHEREAS, the Authority and the Zone adopted a Project and Financing Plan (as amended, the “**Project Plan**”) on May 2, 1997, and the City approved, by Ordinance No. 1997-600 dated as of May 28, 1997. The Authority and the Zone previously submitted to the City amendments, clarifications and related updates to the Project Plan, which were approved by Ordinance No. 1997-1338 adopted on October 22, 1997, Ordinance No. 1999-850 adopted on August 11, 1999, Ordinance No. 2009-1395 adopted on December 29, 2009, Ordinance No. 2011-534 adopted on June 22, 2011, Ordinance No. 2013-638 adopted on July 10, 2013; Ordinance No. 2015-1001 adopted on October 14, 2015; and an ordinance adopted on December 16, 2020 relating to seventh amendment of the project plan; and

WHEREAS, Section 311.011(f) of the Act provides that the Project Plan must provide that at least one-third (1/3) of the tax increment of the Zone be used to provide affordable housing during the term of the Zone, and pursuant to Section 3(H) of the Midtown Agreement,

shall be expended in a manner consistent with the City's then current affordable housing policy; and

WHEREAS, in furtherance of the Project Plan, the Authority's affordable housing plan incorporates its Land Assembly and Development Plan (the "**Plan**"), the primary purpose of which is to assemble real estate parcels in adjacent neighborhoods to revitalize the community through the development of affordable housing, and provide grants of funds and/or land to various entities to fund development costs, certain related public infrastructure improvements and the refinancing of certain development loans relating to the development of affordable housing; and

WHEREAS, the Plan describes a two-part process, the first being the land assembly plan (the "**Land Assembly Plan**") relating to the assembly of various tracts of land in a specific target area (the "**Target Area**"), and the second being the development plan (the "**Development Plan**"), focusing on grant opportunities, which also includes seeking out strategic partnerships to plan and develop the use of the lands; and

WHEREAS, as prescribed by its Land Assembly Plan, the Authority has, accumulated sufficient land for the purpose of developing affordable housing, and the Authority and the Zone partnered with CCPPI to implement a comprehensive plan to develop affordable housing and related community services and infrastructure enhancements in the Target Area; and

WHEREAS, the Authority and CCPPI entered into that certain "Affordable Housing Initiative Services Agreement" to implement the Affordable Housing Plan dated as June 18, 2018 (the "**Original Services Agreement**"), as amended by that certain Amendment to Affordable Housing Initiative Services dated July 27, 2020 (the "**Amended Services Agreement**") to extend the term of such Original Services Agreement to December 31, 2020; and

WHEREAS, CCPPI and the Authority have developed the Midtown Affordable Housing Plan (the "**Affordable Housing Plan**") to coordinate and induce affordable housing and catalyze projects to enhance the redevelopment of the Target Area; and

WHEREAS, the Authority believes it is in the best interest of the Authority and the Zone to enter into this Agreement in order to amend and restate the Original Agreement to continue and expand certain services to further advance and implement the Affordable Housing Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and CCPPI, it is hereby agreed as follows:

ARTICLE 1

Representations

Section 1.01 Representations of the Authority. The Authority hereby represents to CCPPI that as of the date hereof:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) has been duly authorized and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 1.02 Representations of the Zone. The Zone hereby represents to CCPPI that as of the date hereof:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) has been duly authorized and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 1.03 Representations of CCPPI. CCPPI hereby represents to the Authority and the Zone that as of the date hereof:

(A) CCPPI is a 501(c)(3) non-profit corporation duly organized, validly existing and in good standing under the Texas Non-Profit Corporation Act and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) CCPPI has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement and the execution, delivery and performance has been duly authorized by its governing body and constitutes a legal, valid and binding obligation of CCPPI, enforceable in accordance with its terms.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the CCPPI, enforceable in accordance with its terms.

(D) There is no action, suit or proceeding pending against CCPPI, or to the knowledge of CCPPI, threatened against or affecting CCPPI before any court, arbitrator, governmental authority or official in which there is a reasonable possibility of an adverse decision which could reasonably be expected to have a material adverse effect on CCPPI or which could in any manner draw into question the validity of this Agreement.

ARTICLE 2

Scope of Services

Section 2.01 Services. CCPPI agrees to provide, and the Authority agrees to accept, the services described in Exhibit A hereof (hereafter, the Scope of Services) in accordance with the description and frequency of services described therein as it may be amended by the parties from time to time (each item constituting a “**Service**,” and collectively, the “**Services**”). The Services may include collaborating with, or assisting, the Authority, its consultants, or other third parties as may requested by the Authority, as well as causing and delivering completed projects, reports, metrics, and other work products developed in respect to the Services (hereinafter, the “**Deliverables**”). The Authority reserves the right to amend, restructure, discontinue or remove a Service from the Scope of Services for any reason, including, but not limited to a determination by the Authority that such Service is no longer needed, required or is deemed not an effective method to achieving the goals of the Affordable Housing Plan. Prior to any determination to remove or eliminate a Service, the Authority shall, at least thirty (30) days prior to such determination, convene a meeting with CCPPI to discuss the rationale and purpose relating to such proposed determination, and further agrees to work with CCPPI to see if the Service in question can be restructured or changed to meet the Authority’s objections in respect to the Affordable Housing Plan. To the extent that the Authority ultimately determines that a Service is to be removed or discontinued, the compensation to CCPPI may be reduced consistent with the line item amount referenced in the approved Annual Budget approved pursuant to Section 4.01 of this Agreement; provided, however, that any changes to the compensation to CCPPI may not take effect until sixty (60) days after such determination by the Authority. The Authority also reserves the right to amend, expand or increase any Service in the manner provided by this

Section 2.01. To the extent that the Authority determines that a Service is to be amended, expanded or increased, the compensation to CCPPI may be increased by mutual agreement of the parties, and such increase shall automatically amend the Annual Budget for that calendar year and become part of the compensation beginning in the month after such mutual approval by the parties.

Section 2.02 No Conflict. CCPPI, including its board of directors and officers, represent and warrant that it has no known obligations to any third party that will limit or restrict its ability to perform the Services under this Agreement. This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

Section 2.03 Performance of the Scope of Services. The parties recognize and agree that the Scope of Services, as may be amended by the parties from time to time as set forth in Section 2.01 hereof, provide general description of the Services but in the performance of any Service, CCPPI shall coordinate and work with the Authority to determine the method, details, and means of performing the Service. The Authority retains the right to review, inspect, stop work, or recommend methods to achieve the goals of the Affordable Housing Plan, which may require changes or the suspension of one or more Services.

Section 2.04 Communication and Reporting. The parties are expected to maintain active and open communication at all times so that the Authority may be informed of the status of the Services. The Authority and CCPPI shall develop appropriate administrative procedures for coordinating with one another. The Authority shall review and measure the performance of CCPPI in the execution of these Services. To assist the Authority with the review of the Services, CCPPI agrees to provide a written report every six (6) months to the Authority detailing the activities of CCPPI in respect to the Services, with sufficient metrics and other data to ensure that the Services are being provided in a manner to achieve the purposes of the Affordable Housing Plan. The Authority and CCPPI agree to develop the form and substance of the Report by March 31, 2021. In addition to the six (6) months reports, CCPPI agrees to provide monthly progress reports, in form and substance acceptable to the Authority, and any other reports as required in the Scope of Services at no additional cost to the Authority.

Section 2.05 CCPPI's Employees.

(A) In no event will any employee, contractor or agent of CCPPI be considered an employee, contractor or agent of the Authority. CCPPI shall also be responsible for all matters governing the employment of its employees, contractors or agents including, but not limited to, the payment of salaries (including withholding of taxes and social security), worker's compensation, disability benefits, etc.

(B) CCPPI assumes full responsibility for the actions of its employees while performing the Services, and agrees to designate a supervisor who will be primarily responsible for the Services and who will have the authority to act on behalf of CCPPI. Any person whose conduct is determined by the Authority to be detrimental to the Authority's operations, or in violation of any of the City or governmental requirements shall, at the Authority's request, be promptly withdrawn and replaced by CCPPI.

(C) The employees provided by CCPPI shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, CCPPI shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The Authority retains the right to require CCPPI to remove from the performance of Services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the Authority.

ARTICLE 3

Term and Termination

Section 3.01 Term. Subject to termination in accordance with Sections 3.03 and 3.04 below, this Agreement shall remain in full force and in effect from the date of execution hereof and ending thirty-six (36) months years thereafter. This Agreement may be extended by mutual written agreement of the parties.

Section 3.02 Changes. The Authority reserves the right to modify, cancel or stop any and all schedules or work in process relating to the execution of any Service. In the event of such direction by the Authority, CCPPI shall immediately take all required steps to carry out the Authority's instructions, advise the Authority of the extent to which performance has been completed, and collect and provide to the Authority all Deliverables that then exist in the manner requested by the Authority.

Section 3.03 Termination for Convenience by Authority. The Authority may terminate this Agreement in whole or in part without cause upon ninety (90) days written notice to CCPPI. CCPPI has the right to request a meeting with the Authority upon receipt of such notice to further discuss the circumstances of the termination; however, such notice shall remain effective unless revoked by the Authority. Additionally, the Authority shall have the right but not the obligation to assume all obligations, commitments, and claims that CCPPI may have in good faith undertaken or incurred in connection with the Services terminated, and the Authority shall pay CCPPI for Services properly performed to date of termination. Upon termination, CCPPI shall invoice the Authority for all Services performed by CCPPI prior to the time of termination which have not previously been compensated. Any installments or lump sum fees shall be prorated in accordance with the progress of the Services at the effective date of termination. Payment of the final invoice shall be due and payable within thirty (30) days after receipt by the Authority.

Section 3.04 Termination for Cause by Authority. The Authority may immediately terminate this Agreement in the event that CCPPI fails to observe or perform any of its duties or obligations in accordance with this Agreement and CCPPI does not cure such failure within fifteen (15) days after receipt of written notice describing such failure. In the event that the Authority terminates this Agreement for cause, CCPPI shall not be entitled to any compensation until final completion of the Services and any such entitlement shall be subject to the Authority's

right to offset all damages and costs associated with the Authority completing (or causing to be completed) the Services.

ARTICLE 4

Compensation and Payment

Section 4.01 Compensation. In consideration of the Services to be performed by CCPPI during each calendar year, CCPPI shall be entitled to compensation in an amount not to exceed \$1,150,000 for calendar year 2021, \$1,318,000 for calendar year 2022 and \$1,429,000 for calendar year 2023 (hereinafter, for each calendar year, the “**Annual Compensation**”). Annual Compensation shall be paid to CCPPI in twelve equal installments (i.e. monthly) during each calendar year of the term of this Agreement solely based on a mutually agreed upon annual budget (hereinafter for each calendar year, the “**Annual Budget**”) reflecting the actual services to be rendered during that calendar year. It is understood and agreed by the parties to this Agreement that the Annual Compensation amounts for each calendar year are based on projections, and the amounts to be paid in each calendar year will reflect the actual Services agreed to in the Annual Budget, and such Annual Budget may be less than the amount of the Annual Compensation based on a number of factors, including but not limited to, a change in the Services requested (including circumstances where such Services or expanded or reduced or eliminated as may be determined by Section 2.01) by the Authority or changes in number of employees or consultants retained by CCPPI to provide such Services. For calendar 2021, the Annual Budget shall be approved concurrently with the execution of the Agreement, for calendar years 2022 and 2023, the proposed Annual Budget should be submitted to the Authority forty-five days (on or about November 15th) prior to the end of such calendar year for approval by the Executive Director of the Authority. In respect to each installment payment of the Annual Compensation, CCPPI agrees to provide sufficient details, reports and other documents as may be reasonably requested by the Authority from time to time, including but not limited to invoices, payroll reports and third party receipts, to ensure that each installment payment is appropriate and consistent with the approved Annual Budget.

Section 4.02 Payment. On or as soon as reasonably practicable after the first day of each calendar month, CCPPI shall submit an invoice to the Authority. The Authority will pay CCPPI within thirty (30) days after receipt of an acceptable and properly documented invoice. The Authority’s payment of invoices will constitute full payment to CCPPI for performance of the Services and all other expenses which may be incurred by CCPPI under this Agreement. The Authority reserves the right to make payments via Electronic Funds Transfer.

ARTICLE 5

Disclosure and Publicity

Section 5.01 Disclosure. Any communication or information CCPPI presents to the Authority or to the Zone may be subject to disclosure in accordance with applicable law, including the Texas Open Records Law.

Section 5.02 Publicity. CCPPI agrees to submit to the Authority all media request and similar request to coordinate any proposed response to ensure that the parties are aligned in respect to the Affordable Housing Plan. Social media post, advertising and other publicity matter relating to any Service provided by CCPPI in which the Authority's name is mentioned or language used from which CCPPI's connection to the Authority can be inferred, are expressly approved provided that CCPPI includes such references in its monthly or quarterly reports. Unless the Authority requests in writing that CCPPI not publicize the final products, CCPPI may publicize any findings and work products produced in connection with this Agreement. The Authority will be provided with copies of all published materials for a period of six (6) months following completion of the Services.

ARTICLE 6

Acceptance of Deliverables

Section 6.01 Deliverables. CCPPI shall notify the Authority on delivery of any and all Deliverables that are due under this Agreement. As used here, the term Deliverable includes, but is not limited to, any programming, documentation, data compilation, image scanning, reports as well as any other media, materials, or other objects produced solely for the benefit of the Authority in the course of performing the Services. The Authority shall have thirty (30) days to review the Deliverables for adherence to this Agreement and any applicable specifications. The Authority shall then notify CCPPI in writing of its acceptance of the Deliverables or its rejection and the reasons for such rejection. If the Deliverables are rejected, CCPPI shall have the opportunity to correct errors and omissions and resubmit corrected Deliverables to the Authority for re-review. In the event that the Authority does not provide CCPPI with written notice of acceptance or rejection within thirty (30) days after the acceptance period has ended, the Deliverables shall be deemed to be accepted.

ARTICLE 7

Intellectual Property Rights

Section 7.01 Ownership of Work Products. All Deliverables to be delivered under this Agreement shall be considered work(s) made for hire by CCPPI for the Authority, and upon payment by the Authority shall belong to the Authority. If applicable, one reproducible set of final Deliverables will be furnished to the Authority upon request, including Deliverables produced in an electronic format. The Authority acknowledges that Deliverables provided in electronic media form may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. CCPPI is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by CCPPI.

Section 7.02 Preexisting Materials. CCPPI may include preexisting work or materials in the Deliverables relating to the Services only if they are either provided by the Authority or if they are owned or licensable without restriction by CCPPI. To the extent that preexisting work or materials owned or licensed by CCPPI are included in the Deliverables, CCPPI shall identify any such work or materials prior to commencement of the Services. For avoidance of doubt, this

provision relates to preexisting work or materials of third parties other than the parties to this Agreement. It is not intended to relate to preexisting work or materials of CCPPI unless specifically designated by CCPPI. Relative to preexisting works and materials and as an exception to Section 7.01 above, CCPPI grants to the Authority an irrevocable nonexclusive, worldwide, royalty-free right and license (i) to use, execute, reproduce, display, perform, and distribute (internally and externally) copies of such work or materials only to the extent that they are included in a Deliverable, (ii) to prepare derivative works based on such preexisting works and materials, and (iii) to authorize the Authority contractors to do any of the above subject to appropriate obligations of confidentiality.

Section 7.03 Incidents and Further Assurances. CCPPI represents that all preexisting works are owned or properly licensed by it. CCPPI further represents that no part of the Deliverables is protected by rights of any third party except to the extent that CCPPI is licensed to include such part in the Deliverables. The Authority may obtain and hold in its name copyrights, registrations, and other protection that may be available to CCPPI. CCPPI agrees to take such further actions and execute and deliver such further agreements and other instruments as the Authority may reasonably request to give effect to this Section.

ARTICLE 8

CCPPI Representations and Covenants

Section 8.01 Services. CCPPI represents that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such standards of care, skill and diligence as practiced by members of the same profession. In the case of professional Services, CCPPI shall perform the Services in accordance with all applicable professional standards for the field of expertise.

Section 8.02 Deliverables. CCPPI represents that any Deliverables under this Agreement shall conform to all applicable specifications, drawings, samples and descriptions; shall be suitable for their intended purposes; and shall be free from all liens and encumbrances. If the Deliverables are software, CCPPI shall take reasonable precautions to prevent the introduction into the Deliverables of any “viruses,” “time bombs,” “trojan horses,” and other intentionally disabling devices.

Section 8.03 Equal Employment Opportunity & Affirmative Action. CCPPI represents that it is in compliance with all applicable federal, state, or local laws, regulations and orders with respect to equal opportunity and affirmative action, and either has previously provided or will provide the Authority any requested certifications and representations regarding compliance with such laws, regulations and orders which the Authority may require during the terms of this Agreement.

Section 8.04 Conflicts of Interest Disclosure.

(A) Prior to the receipt of any compensation under this Agreement, CCPPI, including each of its officers, shall disclose to the Authority any pecuniary benefit any director,

officer, employee or agent of CCPPI may receive due to an expenditure of such compensation or the implementation of any transaction contemplated under this Agreement.

(B) Prior to the receipt of any compensation under this Agreement, CCPPI shall execute a sworn statement, attached hereto as Exhibit B, stating that to the knowledge of CCPPI, based upon reasonable investigation, no member of the Board of the Directors of CCPPI or the Authority or agent thereof, or any person appointing members of the Board of Directors of CCPPI or the Authority, will receive any pecuniary benefit due to the expenditure of such compensation or implementation of any transaction contemplated under this Agreement, and such statement should be in accordance with Chapters 171 and 176, Local Government Code.

(C) CCPPI, including each member of the Board of Directors of CCPPI, agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, CCPPI agrees that it shall promptly disclose to the Authority any facts which might involve any reasonable possibility of a conflict of interest or an appearance of a conflict of interest.

Section 8.05 Inspections; Audits. The CCPPI agrees to keep such operating records as may be required by the Authority, the City or by state and federal law or regulation. The CCPPI shall allow the Authority reasonable access to documents and records in CCPPI's possession, custody or control relating to the delivery of Services under this Agreement that the Authority deems necessary to assist the Authority in determining CCPPI's compliance with this Agreement.

ARTICLE 9

Compliance With Laws and Standards of Conduct

Section 9.01 Compliance with Laws. CCPPI shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing the Services and Deliverables. In addition, CCPPI shall, at its expense, cooperate with and provide the Authority with such information and data as may be reasonably required in order for the Authority to comply with all applicable laws and regulations, including required filings.

Section 9.02 Standards of Conduct. In the event that CCPPI's employees or contractors perform any of the Services at an Authority site, such employees and contractors shall comply with all applicable federal and state laws as well as all applicable City policies including, but not limited to, those governing harassment, discrimination and security. To the extent that CCPPI personnel must have access to restricted areas of the Authority facilities, the Authority may screen and approve such personnel. The Authority reserves the unilateral right to direct CCPPI to remove any of its employees or contractors from the Authority premises or projects for any violation of law, or for any other reason deemed prudent by the Authority.

ARTICLE 10

Indemnification and Insurance

Section 10.01 Intellectual Property. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, CCPPI AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY, THE AUTHORITY AND THE ZONE HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF ANY THIRD PARTY CLAIMS OF INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, LICENSE, TRADEMARKS, SERVICE MARKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHT.

Section 10.02 Indemnification. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, CCPPI SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, THE AUTHORITY AND THE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(A) CCPPI AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "THE CCPPI'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(B) THE INDEMNIFIED PERSONS' AND CCPPI'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CCPPI IS IMMUNE FROM LIABILITY OR NOT; and

(C) THE INDEMNIFIED PERSONS' AND CCPPI'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CCPPI IS IMMUNE FROM LIABILITY OR NOT.

Section 10.03 Release. CCPPI SHALL RELEASE EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, BUT NOT SUCH INDEMNIFIED PERSON'S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.

TO THE EXTENT POSSIBLE, CCPPI SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

Section 10.04 Insurance. CCPPI will maintain insurance coverage during the term hereof as provided in Exhibit C attached hereto.

ARTICLE 11

General

Section 11.01 Parties in Interest. This Agreement shall not bestow any rights upon any third-party, but rather shall bind and benefit the Zone, the Authority and CCPPI only.

Section 11.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 11.03 No Personal Liability of Public Officials. To the extent permitted by law, no director, officer, employee or agent of the Zone or the Authority, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 11.04 Limitation of Liability. In no event shall either party be liable under any claim, demand or action (whether arising in contract, tort or otherwise) arising out of or relating to this Agreement for any special, indirect, incidental, exemplary, or consequential damages (including, but not limited to, loss or anticipated profits, loss of use, or loss of business disruption), regardless of whether or not the party, its employees or agents have been advised of the possibility or likelihood of such damages.

Section 11.05 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party, at the following addresses:

Reinvestment Zone Number Two, City of Houston, Texas
Attn: Executive Director
410 Pierce, Suite 355
Houston, Texas 77002

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

The Center for Civic and Public Policy Improvement
Attn: Interim Executive Director, Dr. Sean Haley
P.O. Box 88140
Houston, Texas 77288

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by the Zone, the Authority or CCPPI, as the case may be.

Section 11.06 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and CCPPI. No course of dealing, nor any failure or delay by any party with respect to exercising any right, power or privilege of such party under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 11.07 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 11.08 Successors and Assigns. All covenants and agreements contained by or on behalf of the parties in this Agreement shall bind inure to the benefit of their respective successors and assigns. No party may assign its rights and obligations under this Agreement or any interest herein, without the prior written consent of the other parties.

Section 11.09 Exhibits and Schedules; Titles of Articles, Sections and Subsections. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits or schedules and the provisions of this Agreement, the provisions of this Agreement shall prevail. Notwithstanding the previous sentence, the parties agree that the exhibits and schedules may be amended or otherwise updated to cure any ministerial changes or other minor corrections. To the extent that substantive changes are required to be made to the exhibits, such changes shall be approved by the board of each party as an amendment to this Agreement. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit or schedule shall be considered a reference to the applicable exhibit or schedule attached hereto unless otherwise stated.

Section 11.10 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 11.11 Independent Contractor. CCPPI shall be an independent contractor to the Authority, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the Authority and CCPPI or any of CCPPI's employees or agents.

Section 11.12 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

Section 11.13 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day referenced herein.

REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS

DocuSigned by:
Al Odom
By: _____
44D24DF985CB469...
Name: Al Odom
Title: Chairman
Date: January 1, 2021

MIDTOWN REDEVELOPMENT
AUTHORITY

DocuSigned by:
Al Odom
By: _____
44D24DE985CB469...
Name: Al Odom
Title: Chairman
Date: January 1, 2021

ATTEST:

DocuSigned by:
Caton M. Fenz
By: _____
EFF575A2E2F9426...
Name: Caton Fenz
Title: Assistant Secretary
Date: January 1, 2021

ATTEST:

DocuSigned by:
Caton M. Fenz
By: _____
EFF575A2E2F9426...
Name: Caton Fenz
Title: Assistant Secretary
Date: January 1, 2021

CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT, INC.

DocuSigned by:
By: RKE
Name: Ronald E. Ellis
Title: Interim Board Chair
Date: January 1, 2021

ATTEST:
DocuSigned by:
By: Chris Walker
Name: Chris Walker
Title: Board Member
Date: January 1, 2021

DRAFT

Exhibit A

Scope of Services

1. AFFORDABLE HOUSING PLAN IMPLEMENTATION

Accelerate implementation of the Affordable Housing Plan (AHP), Development Program and Comprehensive Project Review Process (CRP)

New Services

- Define, monitor and facilitate the process of evaluating building costs necessary for recommendation to the Authority Board for approval (i.e. initial development agreement, earnest money contract and other documents).
- Assist with development agreements and ensure receipt of by builder and subsequent return to the Authority.
- Monitor adherence to closing timeline, and facilitate document exchange and submission of closing agreements to/from title company and builder related to conveyance of AHP conveyed properties on a weekly basis.
- Review pre-development activities including but not limited to surveys, market studies and title documents procured by the Authority.
- Expedite project and affordable housing developments by creating systems, processes and other methods to ensure efficient, timely execution of development agreements and related agreements.
- Develop and produce maps for potential developers and builders including placement on website for RFQ and RFP purposes.
- Monitor status of construction, compliance with predevelopment agreements and status of occupancy of the Authority conveyed properties.
- At the direction of the Authority, prepare legal and other documents, evaluating building costs, etc. necessary for recommendation to and approval by the Authority Board within one week of agreement with potential developers.
- Develop/co-develop properties with qualified developers and builders on Authority properties.
- Construct low density rental units across from St. Charles Place apartments and identify other development opportunities.

Continued Services

- Create RFQ's, RFP's and other solicitation materials that encourage developers and builders capable of complying with all AHP objectives and executing timely property development to participate in Authority projects.
- Review unsolicited proposed projects submitted directly to the Authority by individuals/groups.
- Streamline the current process (i.e., CRP) used to determine developer experience and capacity, and financial feasibility of each proposed housing project.
- Manage the CRP through regular team meetings and electronic communications.
- Timely evaluate development projects, including site visits, and prepare recommendations and documentation for submission to Authority Board in

support of approval.

- Create programs and implement initiatives that best advance the mission of the AHP.
- Research and apply for external funding opportunities, including local, state and federal funding sources in furtherance of the obligation to contribute funding to the Operations Center and other affordable housing projects.
- Provide technical assistance to potential builders and developers as necessary.
- Work with governmental entities, including adjacent zones, districts, and others, to identify infrastructure resources and mutually beneficial opportunities related to improvements in AHP target neighborhood areas.
- Facilitate timely completion of development projects (i.e., Palmetto, University Place, MLK, etc.).

2. STEWARDSHIP OF FOR SALE HOUSING AND MRA LOTS

Promote Affordable Housing Stewardship and Investigate Methods of Providing For-sale Housing that Forestalls Windfall Profits

New Services

- Analyze policies impacting access to affordable housing and engage community stakeholders and policy makers to cause change.
- Create pools of potential qualified homebuyers through the certification of income and other means.
- Provide home maintenance, community stewardship and civic participation education to potential homebuyers.
- Prepare and review legal documents to eliminate or diminish windfall profits to purchasers that receive benefit of purchase of Authority-discounted properties.
- Survey AHP conveyed property owners to generate demographic information.

Continued Services

- Lead the Design Review Committee process of determining if proposed designs fit within the neighborhood context.
- Adopt and implement measures that will support successful tenant stewardship of rental properties.
- Coordinate recapture provisions, outreach and education for existing owners and potential buyers of units on Authority conveyed properties prior to closing.
- Use CRP Team process to investigate and gain consensus on best practices to forestall windfall profits.
- Review sale recapture policies, and develop recommendations that are responsive to the needs of the Authority and homebuyers/homeowners.

3. MARKETING of HOUSING OPPORTUNITIES

Engage in Marketing and Promotion Activities; Identify, Form and Manage Partnerships Necessary to Facilitate Plan Implementation

New Services

- Create a database of community partners and stakeholders to communicate and promote Authority affordable housing activities.

Continued Services

- Publish AHP programs and materials related to housing and social determinants impacting housing opportunities and quality of life in target areas.
- Develop content for website and social media, and retain software and systems support.
- Collaborate and partner with community organizations to address mutual objectives and raise operational funding to meet the goals of AHP.
- Establish internship, research and fellowship positions through partnerships with institutions and professional associations.
- Create and/or distribute statements, media releases, articles, papers and other written messages that enhance visibility of AHP opportunities and activities.
- Collaborate with the Authority procured and other public relations professionals to promote AHP.
- Plan, promote, and sponsor Authority affordable housing events and activities.

4. AHOC MANAGEMENT & MARKETING

Promote the Development of a Transformative Affordable Housing Center

New Services

- Evaluate and retain contract compliance of retained Commercial Broker Leasing agency with use of best practices for commercial building operations, including research on comparable facilities.
- Evaluate and retain contract compliance of retained Property Management company with use of best practices for AHOC building operations.
- Identify and solicit AHOC occupants that address the mission of the Authority AHP.
- Seek funding for the activities and initiatives related to AHOC goals.
- Promote information sharing and collaboration around affordable housing policies, initiatives, programs and best practices through various modes.
- Monitor contract compliance and budget adherence of facility operations.
- Research and apply best practices from local and national affordable housing collaborative projects, partner projects, and informal cooperatives to enhance and demonstrate benefits of the AHOC model.
- Collaborate with occupants and leverage relationships to strengthen community-based outcomes.

5. ST. CHARLES MANAGEMENT & MARKETING

Manage twenty units of a multi-family affordable housing as demonstration project

New Services

- Retain one or more property management entities for planned low density (single family rental, duplexes, triplexes, fourplexes) rental units and evaluate contract compliance with operating residential facility pursuant to best practices.
- Solicit potential residents for the St. Charles Place residential facility, through community partnerships, relationships, memberships and

outreach activities.

- Research requisite rental restrictions for sixty-percent and eighty-percent Area Median Income for household applicants for residential facility.
- Monitor contract compliance and budget adherence of facility operations.
- Design three new St. Charles Place South duplexes that are 2-2s (six units).
- Survey residents to learn critical needs related to quality of life issues and social determinants (i.e., food security, healthcare access, safety and transportation concerns).

6. AFFORDABLE HOUSING PLAN REFINEMENT

Refining the AHP to concrete implementation to support the development stage

New Services

- Determine timeline and process of deployment of lots on a multi-year basis.
- Survey occupants of AHP properties and units annually to determine impact of AHP conveyances on enhancement of quality of life and identify neighborhood impact of AHP programs.
- Survey AHP conveyed property owners to generate demographic information.

Continued Services

- Review information provided by architects, surveyors, and market analysts to determine potential number and size of units for Authority AHP properties.
- Conduct research on housing needs of households of varied AMI percentages to determine weight/preference to be given in order to target lower AMI incomes to the extent financially feasible.

7. COMPLETE COMMUNITIES/INSTITUTION PARTNERSHIPS - STATE AND LOCAL POLICIES

Engage in Complete Communities Processes; Support State and Local Policies that Develop Support for Affordable Housing and Encourage Participation in Civic and Personal Enrichment Activities; Continue Work on Community School Issues

New Services

- Engage with Complete Communities (CC) leadership and staff to ensure alignment of AHP activities and advocate for advancement of the CC initiative.

Continued Services

- Participate in activities (i.e., Complete Communities, Super Neighborhood #67) and coalitions (i.e., Houston Housing Collaborative; National Low Income Housing Coalition; Greater Houston Coalition for Social Determinants of Health; UH College of Medicine) that support policies and actions impacting social determinants that intersect with affordable housing.
- Engage in partnerships with institutions of higher education (i.e., Hobby School for Public Affairs; Institute for Urban Policy Research and Analysis; Humana

Institute; UH Health Research Institute; Kinder Institute) that result in research, publications, programs and policy advocacy that advance affordable housing and related social determinants.

- Research external funding source opportunities from public and private sources.
- Identify current as well as emerging critical initiatives and structures for CCPPI participation that support attainment of AHP goals and outcomes.
- Implement CC objectives and participate in CC activities improving target neighborhoods.
- Promote alignment of Authority-conveyed properties and activities with the CC initiative.
- Design and participate in symposia, webinars, community meetings, and community-focused continued education activities related to social determinants.
- Work with local neighborhood school leaders, advocates and community members to improve outcomes for students and systems that enhance ratings and impact ability to access tax credits.

8. RESEARCH AND REPORTING

Prepare, Develop and Provide Written Summaries, Reports, Plans, and Progress Reports; and, Develop Implementation Matrices based on Goals and Initiatives of AHP

New Services

- Perform affordable housing related research upon request of the Authority and as deemed necessary to implement the Affordable Housing Plan.

Continued Services

- Prepare weekly, monthly and semi-annual reports for compliance with Affordable Housing Initiative Services Agreement requirements.
- Participate in daily, weekly, monthly and periodic meetings necessary to prepare required documents and develop needed matrices in alignment with Goals and Initiatives of AHP.
- Retain appropriate support professionals that provide statements/reports necessary for CCPPI compliance with federal and state laws and regulations, including submission of all requisite reports and returns.
- Report all activities related to the AHP to Authority representatives, including presentations and reports for the Board and staff.

Exhibit B

CONFLICT OF INTEREST STATEMENT

The undersigned, the Chair of the Board of Directors of THE CENTER FOR CIVIC AND PUBLIC POLICY IMPROVEMENT (“CCPPI”) executes this statement according to Section 8.04 of the Amended and Restated Affordable Housing Initiative Services Agreement among CCPPI, REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “Zone”), and MIDTOWN REDEVELOPMENT AUTHORITY (the “Authority”), pursuant to Chapters 171 and 176, Texas Local Government Code, and hereby certifies as follows:

No member of the Authority’s Board of Directors has a substantial interest in CCPPI under Section 171.002, Texas Local Government Code.

If any member of the Authority’s Board of Directors or any person appointing any member of the Authority’s Board of Directors (in either case, a “Director”) has an employment or other business relationship with CCPPI under Section 176, Texas Local Government Code, CCPPI shall provide a disclosure statement which includes:

The Director’s business relationship with CCPPI, and gifts accepted by the Director or family member of the Director;

An acknowledgement from the Director that the disclosure applies to each family member of the Director, which covers a 12-month period; and

The signature of the Director acknowledging that the statement is made under oath under penalty of perjury.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this Conflict of Interest Statement to be executed on the ___ day of _____, 2021.

CENTER FOR CIVIC AND PUBLIC POLICY
IMPROVEMENT, INC.

By: _____
Name: _____
Title: Chair, Board of Directors

Exhibit C

INSURANCE

CCPPI shall obtain and maintain insurance coverage continuously during the term of this Agreement in accordance with the terms of this schedule through any combination of primary and excess coverage and, in the case of “claims made” coverage, for an additional two years thereafter.

A. **Risks and Limits of Liability.** The insurance required by this schedule shall insure against the following risks in at least the following amounts:

<u>Coverage</u>	<u>Limit of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	Bodily injury by Accident \$100,000 (each accident) Bodily injury by Disease \$500,000 (policy limit) Bodily injury by Disease \$100,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations (for a period of one year after completion of work)	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 Aggregate
Automobile Liability Insurance (for vehicles used in performing under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 Combined Single Limit per Occurrence
Professional Liability Coverage (for professional service contract only)	\$500,000 per claim \$1,000,000 aggregate
Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.	

B. **Forms of Policies.** The Authority may approve the form of the insurance policies, but nothing the Authority does or fails to do relieves CCPPI of its obligation to provide the required coverage under this Agreement.

C. **Issuers of Policies.** The issuer of each policy shall have a certificate of authority to transact insurance business in the Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States*.

D. Insured Parties. Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability, must name the City, the Authority and the Zone (and their respective officers, agents, and employees) as additional insured parties on the original policy and all renewals or replacements.

E. Deductibles. CCPPI shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the City, the Authority, the Zone and their respective officers, agents, or employees.

F. Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Authority thirty (30) days' advance written notice. CCPPI shall (and shall contract with each subcontractor to) give written notice to the Authority within five (5) days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

G. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, the Authority, the Zone and their respective officers, agents, or employees.

H. Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

I. Liability for Premium. CCPPI shall pay, (or shall contract with subcontractors to pay) all insurance premiums for coverage required by this schedule, and the City, the Authority and the Zone shall not be obligated to pay any premiums.

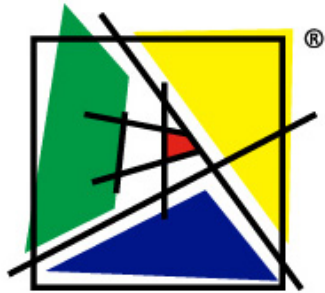
J. Subcontractors. Notwithstanding the other provisions of the schedule, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$100,000 per occurrence. CCPPI shall provide (or shall contract with subcontractors to provide) copies of insurance certificates to the Authority.

K. Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement, at the request of the Authority, CCPPI shall furnish the Authority with certificates of insurance maintained by CCPPI in accordance with this schedule along with an affidavit from CCPPI confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Authority, CCPPI shall furnish the City or the Authority with certified copies of CCPPI's actual insurance policies. Failure of CCPPI to comply with the requirements of this schedule shall constitute an event of default and the Authority, at its sole discretion, may (1) suspend performance by the Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with Authority funds and, deduct the cost of the premiums from amounts due to

CCPPI under this Agreement. The Authority shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

L. Other Insurance. If requested by the Authority, CCPPI shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CCPPI's operations under this Agreement.

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SUPPORT LETTER



December 12, 2023

David A. Northern, Sr.
President and Chief Executive Officer
Houston Housing Authority
2640 Fountain View Drive
Houston, Tx 77057

Re: FY23/24 Third Ward-Cuney Homes CNI Grant Application

Dear Mr. Northern:

The Midtown Redevelopment Authority (MRA) supports the submission of FY 2023/2024 Choice Neighborhoods Implementation Grant application, led by the Houston Housing Authority and the City of Houston, to assist in funding the revitalization of Cuney Homes and further stimulate investments in the Third Ward-Cuney Homes Choice Neighborhood transformation area.

The grant application requests \$50M from the U.S. Department of Housing and Urban Development to implement the Third Ward-Cuney Homes Choice Neighborhoods initiatives. The CNI initiatives include public and private funding in the amount of \$540.3M in both social and physical investments that Houston Housing Authority and the City of Houston leveraged in collaboration with local and regional partners.

Midtown Redevelopment Authority, a Houston-based redevelopment authority, through its consultants, participated in the stakeholder and task force meetings held throughout the Choice Neighborhood Planning Grant process. Cuney Homes residents strongly indicated a preference for a Build Now model where Cuney Homes residents are able to move directly from their public housing unit to their new home. To address this issue, the Houston Housing Authority acquired land from Midtown Redevelopment Authority to be utilized for 80 multifamily senior units, proposed as phase one in the Application.

Houston Choice Team. Acting as the lead applicant, the Houston Housing Authority has assembled a team with local, national, community development, and Choice Neighborhoods expertise to work with Cuney Homes residents, residents of the surrounding Third Ward, and local and regional partners to transform the Third Ward neighborhood. These partners include the City of Houston (Co-Applicant and

Mr. David A. Northern

December 12, 2023

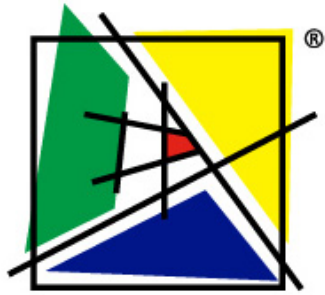
Page 2

Neighborhood Implementation Entity), Integral Properties/Rule Enterprises (Integral/Rule – Housing Implementation Entity), Urban Strategies, Inc, (USI- People/Education Implementation Entity), Houston Independent School District (HISD - Principal Education Partner), Texas Southern University and University of Houston (Anchor Institutions/Evaluation Partners), and Sankofa Research Institute (Key local partner).

For all of the reasons stated above, the Midtown Redevelopment Authority fully supports the collaboration and activities necessary to implement this community transformative plan.

Sincerely,

Mathis Thibodeaux,
Executive Director
Midtown Redevelopment Authority



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THIRD-WARD CUNEY HOMES



Third Ward-Cuney Homes Choice Neighborhood Initiatives

The Houston Housing Authority (HHA) and the City of Houston are submitting a Choice Neighborhoods Implementation (CNI) grant application requesting \$50M from the U.S. Department of Housing and Urban Development in December 2023, to implement the Third Ward-Cuney Homes Choice Neighborhoods initiatives. The CNI initiatives include public and private funding in the amount of \$540.3M in both social and physical investments that HHA and the City leveraged in collaboration with local and regional partners.

The Third Ward is one of Houston's most historic African American neighborhoods, located within one mile southeast of downtown and adjacent to the City's four-mile Innovation Corridor. Since 2018, the city has worked with stakeholders to develop and implement the Third Ward Complete Communities Action Plan, to build on opportunities, such as active civic engagement, strong community-based organizations, historic landmarks, major universities, proximity to the Texas Medical Center and the central business district, and quality transportation, while also working to address challenges that lead to displacement and a loss of history in one of Houston's most important neighborhoods. To preserve the legacy of the Third Ward and its historic figures, Houston applied to the State in 2020 to officially designate the Third Ward as an Arts and Culture District. Also in 2020, Emancipation Avenue was recognized by the National Trust for Historic Preservation through its Texas Main Street Program. In 2020, HHA and the City were awarded a Choice Neighborhoods (CN) Planning grant to develop a transformation plan to revitalize Cuney Homes, develop a coordinated supportive services plan and align investments in the Third Ward.

Community Engagement Through both Complete Communities and the CN Planning process, HHA and the City have hosted dozens of resident and stakeholder input sessions, interviews and focus groups. In early 2022, Sankofa Research Institute, conducted a Needs Assessment of 353 Cuney Homes public housing residents. The city continuously updates the goals, policies and strategies in the Third Ward Complete Communities Action Plan to align with the Third Ward-Cuney Homes CNI strategies.

Houston Choice key public/private initiatives The timing for the transformation of the Third Ward and Cuney Homes is once-in-a-generation to align CNI with the following key public/private Houston initiatives:

- **\$287M for 1,115 family and senior mixed-income/mixed-use, transit-oriented, climate-resilient apartments**, including first floor spaces for both community and commercial uses.
- **\$210M University Corridor Bus Rapid Transit** - METRO will begin construction in 2025 on the longest dedicated BRT in the U.S. METRO will construct a 25.3-mile BRT route, which will serve as the backbone of METRO's bus rapid transit system (at the heart of this connection is the Third Ward as the fourth of seven segments). METRO will provide east/west and north/south connectivity, by strategically intersecting three light rail lines, 52 bus routes with 200K daily boardings, providing access to four colleges and universities, downtown and major job centers with a low/no-emission fleet.
- **\$15.3M Houston's Innovation Corridor** includes new incubators, accelerators and a collaborative life sciences research campus, anchored on the south by the world's largest medical complex, Texas Medical Center, and Rice University and on the north by the central business district's corporate headquarters and financial institutions. At the center of the Innovation Corridor is the ION a 266,000SF innovation hub including commercial, educational, accelerator, and retail spaces.
- **\$8M Greater Third Ward Community Development Workforce Initiative** includes funds that have been requested from Congress to develop and implement a workforce training program at the University of Houston Center of Excellence in Health Coaching that will increase the diversity of the healthcare coaching workforce and improve the teacher preparation pipeline for future health coaching educators.
- **\$20M committed for Cuney Homes resident wrap-around services** from partners including YMCA, Houston Public Library, S.H.A.P.E, Search Homeless, The Children's Collaborative, Yellowstone Schools, TAPS, Civic Heart, University of Houston, Urban League, United Way, Sankofa Research Institute, Emancipation Economic Development Council, BLOCK Companies and Waterman Steele.



The Houston Choice Team HHA (Lead Applicant) has assembled a team with local and national experts to work with the Cuney Homes, Third Ward residents and local and regional partners, including the City (Co-Applicant and Neighborhood Implementation Entity), Integral Properties/Rule Enterprises (Integral/Rule – Housing Implementation Entity), Urban Strategies, Inc, (USI- People/Education Implementation Entity), Houston Independent School District (HISD - Principal Education Partner), Texas Southern University and University of Houston (Anchor Institutions/Evaluation Partners) and Sankofa Research Institute (Key local partner).

The CNI team has adopted the City's philosophy that by tapping the strengths of our community members, nonprofits, businesses, and philanthropic partners, together, we can build a stronger and more resilient community. Together we are working to build one complete city from recovery to resilience by championing the voices of residents that have been ignored for far too long and to offer every Houston resident the foundational resources needed to thrive, working across private, public, and nonprofit sectors to collectively overcome economic, environmental, and equity challenges to benefit all residents.

Choice Neighborhoods Implementation Funding The Third Ward CNI team proposes to allocate the \$50M in Choice funds as follows: (1) Case management, service coordination and supportive services in the amount of \$10M to undertake the People/Education Strategy, (2) Critical Community Improvements, identified in the Neighborhood Strategy, in the amount of \$7M, (3) Construction in the amount of \$30M to fund the Housing Strategies, and (4) HHA administration and evaluation in the amount of \$3M. These amounts are leveraged by more than \$20M in supportive services dedicated to the Cuney Homes residents, \$263.7M in neighborhood investments and \$295M for housing, relocation and demolition.

Housing Integral Properties/Rule Enterprises will lead the implementation of the Third Ward-Cuney Homes Housing Plan. The Housing Plan includes a total of 1,115 mixed-income apartments (740 for families and 375 for seniors) all of which are transit-oriented developments. Working closely with METRO, the Housing team is ensuring that the location and orientation of the housing has enhanced access to the over \$210M in planned investments for the University Corridor Bus Rapid Transit project. Of the total 1,115 apartments, 553 will replace the existing Cuney Homes public housing units. The Housing Plan utilizes a build first strategy that will strive to build new apartments within the Third Ward prior to the relocation of Cuney Homes households and demolition of the public housing units. A total of 155 replacement apartments will be included in three separate developments within the Third Ward CNI area, but not built on the Cuney Homes public housing footprint. The HUD CNI program requires that all new Cuney Homes replacement apartments be included in mixed-income developments. Below is a summary of the Housing Plan by phase.

Replacement Apartments With Vouchers The Housing Plan includes three developments that will provide replacement apartments for Cuney Homes residents through Project Based Vouchers (PBV): (1) Manson Place Apartments is a family development with a total of 76 apartments, of which 40 will be PBV replacement units; (2) Trinity Project is a senior development with a total of 90 apartments, of which 60 will be PBV replacement units; (3) The Emancipation West Project will provide 80 apartments as PBV replacement units. In addition, based on preferences expressed in the Cuney Homes resident needs assessment, 55 of more Cuney Homes households may elect a tenant-based voucher to move to any location of their choice. HHA is a Moving to Work agency and was recently awarded \$5M as part of a 2023 Housing Mobility-Related Services grant to provide pre-move and post-move services, family preparation, housing search assistance, and ongoing support to ensure successful integration into new communities.

Phase 1 (2025) new construction of 80 senior apartments on Emancipation Avenue, a block from the historic Emancipation Park. This initial phase, in addition to the replacement apartments with vouchers, will allow the Housing Team to implement the build first model where Cuney Homes residents are able to move directly from their public housing unit to their new home. The phase will also include retail space to continue to catalyze the Third Ward's designated Main Street - Emancipation Avenue, as the community's vibrant commercial and civic corridor.



Phase 2 (2026) new construction of 95 senior apartments on the former Cuney Homes public housing site, along Alabama Street. In addition to a traditional style multi-family building, this phase will include eight-shotgun style duplexes, facing the single-family homes on Winbern Street. This approach honors the neighborhood's architectural heritage and continues the context that Project Rowhouses has set for the neighborhood. This phase may include an early childhood center, community services for seniors, opportunities for entrepreneurs, and feature a mural – continuing the Third Ward community mural project.

Phase 3 (2027) new construction of 155 new apartments on the former Cuney Homes site, along an extension of Nettleton Street and Tierwester Street below an extension of Truxillo Street. This will serve as a greenway and Eastern gateway into this new mixed-use community. This phase will include two multi-family buildings. Additional townhomes will be built along a newly connected Isabella Street. This phase will provide commercial space on the corner of Cleburne and Nettleton Streets. One of the few African American owned banks in Texas, Unity Bank, is a CNI partner and is considering a location in the development to serve the community. The development plans include a mural and a community green that will provide places for families to gather and children to play.

Phase 4 (2028) new construction of 230 new apartments on the former Cuney Homes site. This phase will complete the extension of Nettleton Street and provide more community, commercial and entrepreneurial space, a public lounge/ plaza, a mural and stacked townhomes for seniors.

Phase 5 (2029) new construction of 100 new senior apartments along the Columbia Tap Trail. The Greater Southeast Management District is planning \$250K in trail enhancements and security upgrades along the trail. The redevelopment will include the extension of Briley Street off of Cleburne St. and a connection to Isabella Street, working in collaboration with Project Rowhouses, this is slated to become a 'makers plaza' with art installations.

Phase 6 (2030) new construction of 145 family apartments along a newly reconstructed Cuney Drive and in between a newly connected Isabella Street, Truxillo Street and the extension of Burkett Street. This phase includes a variety of building types with one-story frontages along Truxillo Street. Truxillo Street will be recreated as a greenway, working Trees For Houston to preserve mature trees and additional trees and raingardens. A gateway park will be newly constructed, connecting to the Columbia Tap Trail, with a sports field, more green infrastructure, outdoor fitness equipment and family gathering areas and a kids' play area.

Phase 7 (2031) new construction of 160 apartments between Cuney Drive and Burkett Street, facing Cleburne Street. This phase will feature a small pocket park along Cleburne Street. Ground floor apartments will activate the newly landscaped streets with multi-modal options – including new bike trails and bus rapid transit service connected to light rail.

Future development After all Cuney Homes public housing households are provided a replacement apartment within new mixed-income communities, the Housing Team plans to develop the remaining block along Cleburne Street between Burkett and Nettleton Streets as an 'edge of campus' mixed-use building. The Housing team intends to integrate new apartments for Texas Southern University and University of Houston students and faculty into the new Third Ward apartment communities. This block will face the newly connected Isabella Street and a new proposed park to provide a gathering area for families, kids and students and faculty to come together for events and activities.



Neighborhood For over five years, the City has focused on the Third Ward as a Complete Community target revitalization area. The City is deeply invested, with future Third Ward projects that include \$40M for CNI replacement and mixed-income housing, \$11.5M cash in additional rental and for sale housing, and over \$314M in transit and infrastructure improvements. The Neighborhood Plan/Critical Community Improvements includes the primary objectives described below.

1. **Housing Quality and Variety** To create additional affordable homeownership opportunities, Change Happens CDC will build a minimum of 25 affordable single-family for-sale homes in the Third Ward, developing on vacant and blighted sites that the City and HHA have strategically acquired. To create additional affordable and mixed-income apartments, the City acquired the Wesley Chapel A.M.E. Historic Church in 2021, for \$4M and is selecting a developer to further the city's vision as a mixed-use cultural arts public facility and housing development that will include between 70 and 100 new apartments. In addition, Row House CDC is developing mixed-income housing, creating more green space, public facilities and artists' living/studio spaces. The target area for development is the northern section of Third Ward bounded by McGowan on the north, Alabama on the south, Scott on the east and Hwy 288 on the west. Residents commit to engaging in 22 hours of community service during each year of their residency.

2. **Economic Opportunity** To stimulate business development, particularly by local entrepreneurs and minority and women owned businesses, EEDC and PRH will lead the business development and incubation of the CNI target small business corridors, which include Emancipation Avenue and Scott Street (north-south) and Elgin and Alabama Streets (east-west).

The Emancipation Economic Development Council's (EEDC) incubator and training facilities are located at 4214 Emancipation Ave. TRE incubator space for Thriving Resilient Entrepreneurs opened in October 2023 providing a supportive storefront space for small businesses to learn, scale and grow their businesses. EEDC provides a seasonal outdoor Emancipation Ave Market for vendors. EEDC Resilient Entrepreneurship Program: Business Training, Business Lending, Technical Assistance, Real Estate. Small Business Financial Literacy Workshop Series includes 12 weekly classes offered on a rotating basis that includes: business plan development, one-on-one business consulting.

3. **Community Assets and Amenities** As part of the community-driven \$7.5 billion METRONext Moving Forward Plan, METRO's \$200M in investments in the Third Ward are focused on light rail and rapid bus transit (BRT) routes to deliver speed, reliability, affordability and access. METRO is partnering with HHA, the City and the CNI implementation team to work together on the location and orientation of the transit-oriented development of both mixed-income and mixed-use development to provide Cuney Homes residents and other neighborhood stakeholders with enhanced multi-modal options that connect to high quality schools and education programs, neighborhood services and assets, and job centers. The City is also working with local partners in the Third Ward to ensure the light rail, BRT and recently installed and planned bikeways, the Columbia Tap Trail and Brays Bayou Greenways are strategically linked. Houston Public Libraries plan to redevelopment Smithfield Neighborhood Library as a new TECHLink Center, located on a major corridor in the Third Ward. The City is also planning \$114.8M in future Third Ward infrastructure improvements.

4. **Community Confidence** Building on the Third Ward as an Arts and Culture District and the main street designation of Emancipation Ave, a placemaking, gateway and art installation plan is being developed. The S.H.A.P.E. Center was recognized by the Black, Indigenous, People of Color Arts and Network Fund (BANF) as a Houston Cultural Treasure with a recent award of grant funds. The City will lead the community-driven work, coordinating with the S.H.A.P.E. Center, Project Rowhouses, EEDC, the Southeast Management District and Trees for Houston.

5. **Community Safety** Civic Heart administers over 25 programs and provides services to 65K individuals, as part of their work, Civic Heart is the intermediary for \$575K from the Harris County Youth Justice Reinvestment Fund through the Office of Justice Program. Seven grass roots organizations focus on wrap-around services for at-risk youth and meeting individuals where they are. Metrics are tracked to understand the impact and dynamically adjust service delivery.



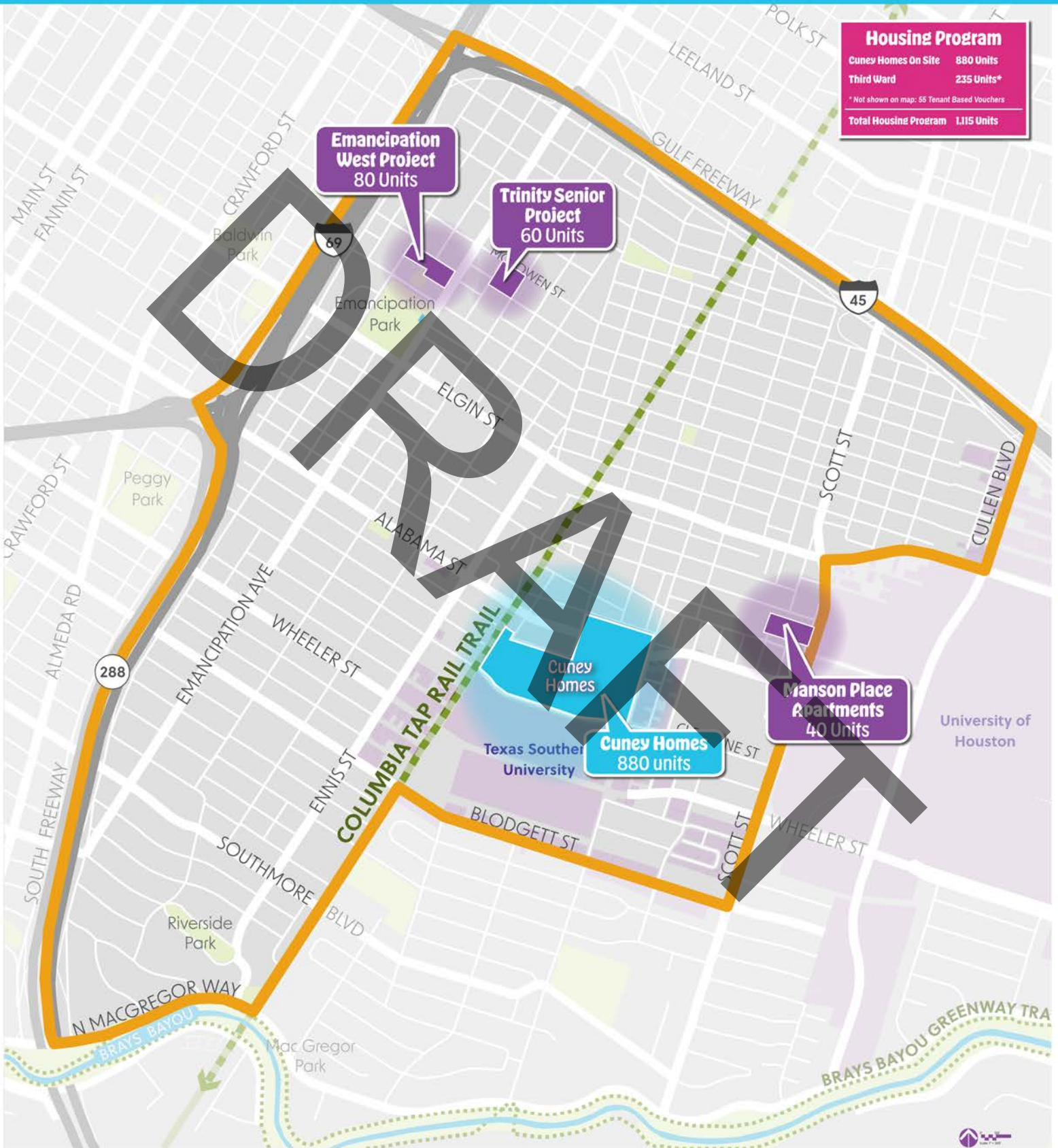
People Urban Strategies, Inc. (USI) serves as the People Implementation Lead. As the People Lead, USI will provide supportive services and case management in coordination with 20 local and regional partners. These partnerships have leveraged over \$20M in services for Cuney Homes residents. USI has developed a Cradle to Career and Beyond people-based plan for Cuney Homes residents to provide support, coaching, counseling and connections to high-quality services and resources necessary including the following: education, income and employment, and health.

1. **Education:** To date, \$17M in education services solely focused on Cuney Homes residents has been committed. USI has secured leverage commitments from the following local organizations: The YMCA, Houston Public Library, S.H.A.P.E Center, Search Homeless, The Children's Collaborative, Yellowstone Schools, TAPS, Civic Heart, and the University of Houston. The Principal Education Partner will be the Houston Independent School District (HISD). To realize the vision of the education strategy, these partners will form an Education Network that will support the needs of the target youth.
2. **Income and Employment:** To date, \$600K for economic mobility services focused on Cuney Homes residents has been committed. As leverage, BLOCK Companies and Waterman Steele will provide personnel for the bi-annual BLOCK construction career academy sessions, workforce development & career planning guidance, and space and materials for eight years. Commitments have also been made by the Urban League, University of Houston, United Way, Sankofa Research Institute, and the Emancipation Economic Development Council. These partners will work in alignment to increase household income through securing higher-paying jobs and opportunities for business ownership/entrepreneurship, reducing the unemployment rate among work-ready residents, and increase access to employment for youth ages 14 to 21.
3. **Health:** To date, nearly \$1M for health services focused on Cuney Homes residents has been committed. The University of Houston has agreed to provide resource navigation, health education tools, lunch and learn sessions, and primary care/behavioral health services for the full duration of the grant. Community Health Workers from the Sankofa Research Institute have agreed to provide outreach support and assist in the planning to support health related initiatives.

Texas Southern University and University of Houston, serve as anchor institutions in the Third Ward. These anchor institutions are critical partners, as place-based entities with regional significance that are permanently-rooted both economic and cultural drivers in the Third Ward, Houston and beyond, generating jobs, creating local business opportunities, and contributing in significant ways to the development of the community's human, social and cultural capital.

Third Ward-Cuney Homes HOUSING SITES

WE RISE FOR OUR FUTURE
CUNEY + 3RD WARD



Integral



RULE ENTERPRISES



SANKOFA RESEARCH INSTITUTE