



midtown
H O U S T O N

**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
MARCH 27, 2025**



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

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

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Thursday, March 27, 2025, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door) Houston, Texas 77002. The meeting location will be open to the public during open portions of the meeting. Members of the public may attend and/or offer comments in person as provided on the agenda and as permitted by the presiding officer during the meeting, or may view the meeting through the following link:

https://teams.microsoft.com/join/19%3ameeting_MTFIYjI2NGYtYjI3Yi00YTVILWJkZmltNDE1Zjk4NmQ1Y2Jh%40thread.v2/0?context=%7b%22id%22%3a%2264ae36a4-5920-4081-bbb2-c3260f4221e0%22%2c%22oid%22%3a%223a154e90-eb27-484b-a1b2-2674d18d9a0e%22%7d

Meeting ID: 247 576 862 826
Passcode: GddGFQ

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 February 27, 2025
4. Consent Agenda for the Authority
 - a. Minutes for February 27, 2025
 - b. Monthly financial reports for February 28, 2025
 - c. Grant Agreement with Buffalo Soldiers National Museum & Heritage Center
 - d. Grant Agreement with C 60 Inc. (LULAC)
 - e. Annual renewal of Professional Services Agreement with The Goodman Corporation
5. Crosspoint Properties Retail Development Project Presentation

- 6. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
 - b. Amendments to Agreements with Houston Habitat for Humanity, Fifth Ward Community Redevelopment Corporation and Daggett Development LLC related to Maximum Sale Price for Homes and Related Matters
- 7. Capital Improvements Program
 - a. Caroline Street Reconstruction
 - i. Remedial Drainage Pilot Project
 - b. Street Overlay and Sidewalk Program
 - i. Design Phase Work Order - Isabella Street and Truxillo Street Roadway Rehabilitation & Sidewalk Improvement
 - c. Urban Redevelopment Plan
- 8. Executive Director Updates
- 9. Personnel, Compensation and Review Process
- 10. 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.

- 11. Adjourn



Matt Thibodeaux

Executive Director MT/ks



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ZONE CONSENT AGENDA

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

February 27, 2025

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 and via video conference on Thursday, February 27, 2025, at 12:30 p.m. The meeting agenda is attached hereto and incorporated herein. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Terence Fontaine	7	Deanea LeFlore
3	Michael Lewis	8	James Gilford
4	Michael T. Murphy	9	Zoe Middleton
5	Al Odom		

and all of the above were present in person at the meeting location except Directors Murphy, Foster and Middleton, who were absent.

In attendance were Authority staff members Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Jeremy Rocha, Amaris Salinas, Vernon Williams, and Kayler Williams; Jaime Giraldo of the Midtown Management District; Barron Wallace and Mary Buzak of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Alex Ramirez of Design Workshop; Carol Harrison of IDS Engineering; Rachel Ray of Walter P. Moore; Brandon Walwyn of the City of Houston; Algenita Davis of CCPPI; Zack Martin of Martin Construction Management and Designs, LLC; Roberta Burroughs of Roberta F. Burroughs and Associates; Rebecca Leonard of Lionheart Places; Toni Jackson of The Banks Law Firm; Kia Bagha of DC Partners; Amber Honsinger of The Harris Center; and Brian Van Tubergen, a resident of the Third Ward.

In attendance via video conference were Authority staff member Sally Adame; Peggy Foreman of Burney & Foreman; Madison Walkes, Anthony Washington and Ashley Segura of Medley, Inc.; Andrew Lesmes of Lionheart Places; Chandler Snipe of the Midtown Management District; Sean Haley and Angie Gomez of CCPPI; Mike Pittman of Cushman & Wakefield; Kris Goode of Goode Technology Group; Jennifer Gribble and Lynda Guidry of Super Neighborhood #62; and three additional attendees who were not identified by first and last name.

Director Odom called the meeting to order.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR JANUARY 30, 2025

MONTHLY FINANCIAL REPORTS FOR JANUARY 31, 2025

ANNUAL RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH DESIGN WORKSHOP

Executive Director Matt Thibodeaux presented the Consent Agenda.

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

EXECUTIVE DIRECTOR UPDATES

Mr. Thibodeaux provided updates regarding affordable housing purchase verification letters for qualified buyers of Authority-owned lots, a recent meeting with staff from the Mayor's Office of Economic Development, prospective tenants for One Emancipation Center, and upcoming meetings with Rice on a new development project and with The Morgan Group on the re-leasing of the vacant Whole Foods space.

INVESTMENT REPORT FOR SECOND QUARTER ENDING DECEMBER 31, 2024

Melissa Morton of The Morton Accounting Services presented the investment report for the second quarter ending December 31, 2024. Director Goren made a motion to accept the investment report for the second quarter ending December 31, 2024, as presented. The motion was seconded by Director Lewis and carried by unanimous vote.

PUBLIC SAFETY

NEW PUBLIC SAFETY INITIATIVES

PARTNERSHIPS WITH THE HARRIS CENTER

Jaime Giraldo, Director of Public Safety for the Midtown Management District, provided a report on new public safety initiatives in Midtown, including a proposed partnership with The Harris Center that would pair constables with mental health professionals to engage unhoused individuals and connect them to services.

AFFORDABLE HOUSING PROGRAM

AFFORDABLE HOUSING OPERATIONS CAMPUS AND RELATED ADMINISTRATIVE MATTERS

Marlon Marshall, Senior Director of Engineering and Strategic Development, provided an update on the tenant build-out for a portion of the third floor at One Emancipation Center.

CONVEYANCE OF PROPERTY TO WILLIAM A. LAWSON INSTITUTE FOR PEACE AND PROSPERITY, INC. FOR DEVELOPMENT OF A 102-UNIT AFFORDABLE HOUSING RESIDENCE FOR SENIORS

Mary Buzak of Bracewell LLP presented a grant agreement to convey five Authority-owned tracts of land on Grantwood Street in the Third Ward to the William A. Lawson Institute for Peace and Prosperity, Inc. for development of 102 units of rental housing for low-income seniors.

Toni Jackson of The Banks Law Firm answered questions from the Board about the project.

Director Goren made a motion to authorize a grant agreement with the William A. Lawson Institute for Peace and Prosperity, Inc. relating to the conveyance of five tracts of land on Grantwood Street for development of a 102-unit multi-family affordable housing development for persons 55 years of age or older. The motion was seconded by Director LeFlore. The motion carried by unanimous vote. Director Fontaine recused himself from the vote, citing his and his wife's relationship to the board of directors of the William A. Lawson Institute for Peace and Prosperity, Inc.

CAPITAL IMPROVEMENTS PROGRAM

OPERATING OF ZONE AND PROJECT FACILITIES

Mr. Marshall reported that the Authority is engaged in discussions with the Midtown Management District and the Midtown Improvement and Development Corporation regarding potential changes to current agreements between the three parties relating to maintenance and operation of public improvements and other facilities.

CAROLINE STREET RECONSTRUCTION

i. REMEDIAL DRAINAGE PILOT PROJECT

Mr. Marshall reported that the project is wrapping up, with some remedial landscaping to be completed on Dennis Street.

BRAZOS STREET RESCONSTRUCTION

Mr. Marshall reported that the City of Houston is reviewing the project scope for compliance with its mobility principles.

STREET OVERLAY AND SIDEWALK PROGRAM

Mr. Marshall reported that planning efforts are ongoing for the next phase of the Authority's partnership with the City of Houston for street overlay and sidewalk improvements. The Authority is working with its consultants to identify locations for the next phase.

URBAN REDEVELOPMENT PLAN

i. DEVELOPER ENGAGEMENT WORKSHOP PRESENTATION

Rebecca Leonard of Lionheart Places provided an update regarding the urban redevelopment plan feedback that the Authority has received from stakeholders and developers and presented recommendations for potential economic development projects, programs and incentives.

PERSONNEL, COMPENSATION AND REVIEW PROCESS

No action was taken on this matter at this time.

EXECUTIVE SESSION

The Board entered a closed executive session for this meeting at 2:10 p.m. to confer with its attorneys and discuss the personnel, compensation and review process pursuant to Sections 551.071 and 551.074, Texas Government Code. The Board returned to open session at 2:50 p.m. No action was taken upon entering open session.

ADJOURN

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

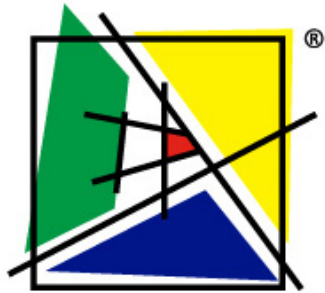
Camille Foster, Assistant Secretary

Date

AGENDA OF FEBRUARY 27, 2025

[attached]

DRAFT



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**AUTHORITY
CONSENT AGENDA**

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HOUSTON

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Camille Foster, Assistant Secretary

Date

AGENDA OF FEBRUARY 27, 2025

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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:

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 - b. Monthly financial reports for January 31, 2025
 - c. Annual renewal of Professional Services Agreement with Design Workshop
5. Executive Director Updates

6. Investment Report for Second Quarter ending, December 31, 2024.

7. Public Safety

- a. New Public Safety Initiatives
- b. Partnerships with The Harris Center

8. Affordable Housing Program

- a. Affordable Housing Operations Campus and Related Administrative Matters
- b. Conveyance of Property to William A. Lawson Institute for Peace and Prosperity, Inc. for Development of a 102-Unit Affordable Housing Residence for Seniors

9. Capital Improvements Program

- a. Operating of Zone and Project Facilities
- b. Caroline Street Reconstruction
 - i. Remedial Drainage Pilot Project
- c. Brazos Street Reconstruction
- d. Street Overlay and Sidewalk Program
- e. Urban Redevelopment Plan
 - i. Developer Engagement Workshop Presentation

10. Personnel, Compensation and Review Process

11. 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);
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- 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.

12. Adjourn



Matt Thibodeaux

Executive Director MT/ks



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FINANCIALSS

Midtown Redevelopment Authority

Profit & Loss

July 2024 through February 2025

	<u>Jul '24 - Feb 25</u>
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400011 · Harris County Tax Increment	3,906,030.00
400023 · HTC Build Out Reimbursement	229,468.29
400025 · Interest-Debt Service & Reserve	504,751.03
400026 · Interest-Other Bond Funds	105.39
400029 · Interest - Affordable Housing	210,704.79
400030 · Interest-Operating Funds	593,608.75
400031 · Interest Income	78,884.59
400040 · 3131 EMANCIPATION	728,346.35
400041 · Affordable Housing Apts Units	57,986.16
400042 · 402 & 410 Tenant Inome	132,165.50
Total 400000 · Revenue & Support	<u>6,442,050.85</u>
40010 · Other Revenue	
400020 · Reimb Off Exp & Staff	382,235.73
400032 · Other Revenue	49,294.74
Total 40010 · Other Revenue	<u>431,530.47</u>
400441 · Bagby Park Kiosk Lease	51,499.68
450000 · Gain/Loss from Sale of Land	<u>-2,121,416.83</u>
Total Income	<u>4,803,664.17</u>
Gross Profit	4,803,664.17
Expense	
500000 · BOND FUND EXPENSES	
500419 · Camden Int.	136,462.94
504000 · Projects & Expenses	
500412 · T-0239 Brazos St Recon	25,010.97
504000 · Projects & Expenses - Other	<u>38,362.40</u>
Total 504000 · Projects & Expenses	<u>63,373.37</u>
Total 500000 · BOND FUND EXPENSES	199,836.31
510000 · INCREMENT PROJECTS/EXPENSE	
510002 · T-0214 Caroline St near HCCS	58,644.00
510008 · T-0220 Afford Housing Land Bnk	2,354,726.77
510024 · T-0204 Infrastruc/Street Lights	707.42
510040 · Developer Reimbursement	1,046,479.23
510041 · CIP Program Expenses	
510094 · Midtown CIP TM	47,261.50
510041 · CIP Program Expenses - Other	<u>3,800.00</u>
Total 510041 · CIP Program Expenses	51,061.50
510043 · T-0234 Parks & Open Space & Mob	94,808.85
510045 · T-0224 HTC I - Bldg Maintenance	120,404.64
510046 · T-0221 Midtown Pk	139,210.19
510048 · T-0240 Acquistions Block 442	76,079.07
510053 · T-0233 Midtown Garage	15,393.37
510096 · T-0207 Opr of Zone Prj Faciliti	1,545,751.24
510102 · HMAAC Interest Expense	11,390.77
510400 · Kiosk at Bagby Park	40,912.78
510534 · T-0225 Mobility & Pedest Imprv	<u>77,464.33</u>
Total 510000 · INCREMENT PROJECTS/EXPENSE	<u>5,633,034.16</u>

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July 2024 through February 2025

	<u>Jul '24 - Feb 25</u>
550000 · General & Admin. Expense	
550002 · Contract Labor	27,028.06
550003 · Rent Expense	8,100.00
550004 · Salaries	1,280,586.17
550007 · Courier Service	1,994.10
550008 · Office Supply & Expense	10,345.91
550009 · Misc Exp	26,215.10
550010 · Telephone & Utilities	6,884.38
550012 · Postage	1,025.15
550022 · Bank Charges & Fees	17,255.23
550023 · Trust Expenses	11,803.00
550025 · Professional Services	48,043.45
550026 · Accounting Consultants	143,829.74
550027 · Financial Audit	47,000.00
550028 · Legal Consultants	343,972.06
550030 · Planning Consultants	183,299.80
550032 · Engineering Consultants	35,425.26
550034 · Equip Rent & Lease Expense	7,469.46
550036 · Licenses & Fees	1,148.68
550037 · Workman's Comp Insurance	3,444.56
550038 · Insurance - All	492,020.41
550039 · Computers & Repairs & Maint	42,758.12
550040 · Repair & Maintenance	23,020.34
550045 · Payroll Fees	17,547.48
550058 · Travel	3,915.34
550065 · Training and Conferences	312.82
	<hr/>
Total 550000 · General & Admin. Expense	2,784,444.62
66900 · Reconciliation Discrepancies	1.01
	<hr/>
Total Expense	8,617,316.10
	<hr/>
Net Ordinary Income	-3,813,651.93
Other Income/Expense	
Other Expense	
999990 · Ask My Accountant	2,051.37
	<hr/>
Total Other Expense	2,051.37
	<hr/>
Net Other Income	-2,051.37
	<hr/>
Net Income	<u><u>-3,815,703.30</u></u>

No assurance is provided on these financial statements

Midtown Redevelopment Authority
Balance Sheet
 As of February 28, 2025

	Feb 28, 25
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	50,270.75
101002 · Infrastructure Projects 1731	176,397.29
101003 · Texas Capital Operating x 6020	35,260.47
101004 · Texas Capital MM x 6052	1,352,593.55
101010 · WF Surplus Acct 63943	1,247,335.39
101020 · WF FTA Enhanced Path 63919	61.62
101030 · Wells Fargo 1094	484,695.83
102200 · Logic Operating Account	24,361,164.25
103200 · TexStar Operating Acct 1111	7,866.07
103600 · Wells Fargo Oper Inves 63901	306.25
103700 · WF Operating Saving 3215777180	46,002.83
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	5,700,026.83
104022 · WF Pilot Program 3935	353.01
104024 · Texas Capital AH Ops x 6028	7,354.29
104025 · Texas Capital AH MM x 6036	404,413.91
104116 · TexStar Aff. Hsng MM 1800	2,279.22
104200 · Logic Affordable Housing	6,516,558.81
1044000 · Wells Fargo NAL - 2259	330,201.54
Total 104000 · Affordable Housing Accounts	12,961,187.61
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	79,179.77
105002 · Debt Service Fund	7,245,252.38
105003 · Reserve Fund 422897	7,794,448.70
105009 · Austin Park Maint. Fund 422919	3,978.53
107000 · BOND FUNDS	4,943.15
Total 105000 · Trustee Investments	15,127,802.53
Total Checking/Savings	55,850,944.44
Accounts Receivable	65,070.13
Other Current Assets	46,795.28
Total Current Assets	55,962,809.85
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumluated Depreciation-Furn.	-42,580.36
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-33,773.72
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,851,436.70
150067 · Accum.Deprec. HTC Phase I	-2,547,414.23
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,769,629.01
150075 · Midtown Park 2905 Travis St	3,506,306.26

No assurance is provided no these financial statements

Midtown Redevelopment Authority
Balance Sheet
 As of February 28, 2025

	Feb 28, 25
150078 · Midtown Park Land-Tracts I & II	4,416,996.74
1500783 · Accum Deprec-Works of Art	-266,557.57
1500784 · Acc Depr Office Housng & Garage	-1,822,493.31
1500785 · Accum Depreciation - Bagby Park	-244,951.00
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,003,636.52
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	20,101,258.48
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-4,243,233.96
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	14,851,319.04
150078E · Land - Operations Center	1,002,054.00
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	27,060,800.43
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	36,969,119.53
150080A · Land Held for Resale	-10,721,938.28
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-627,881.30
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-871,815.00
150000 · Fixed Assets - Other	-546,027.24
Total 150000 · Fixed Assets	107,483,102.21
Total Fixed Assets	107,483,102.21
Other Assets	
180500 · Leases	
180510 · Lease Receivable	6,149,882.00
180530 · Deferred Inflow	-6,005,734.00
Total 180500 · Leases	144,148.00
Total Other Assets	144,148.00
TOTAL ASSETS	163,590,060.06
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	303,933.12
Other Current Liabilities	
200001 · Current Liabilities	1,632,180.37
200006 · Property Tax Liability	125,411.00
2103007 · Developer Advances Midtown Park	1,962.42
Total Other Current Liabilities	1,759,553.79
Total Current Liabilities	2,063,486.91

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of February 28, 2025

	<u>Feb 28, 25</u>
Long Term Liabilities	
210000 · Long Term Liabilities	
210048 · Current Portion Bonds Payable	4,290,000.00
210050 · Bond Payable Series 2017	33,895,000.00
210053 · Accrued Bond Int 2015 series	-110,650.00
210059 · Series 2015 Bond Prem	77,723.00
210060 · Accrued Bond Interst 2020	110,650.00
210061 · Series 2017 Bond Premium	2,807,096.00
210063 · Series 2020 Bond Premium	1,418,064.00
210064 · Bonds Payable Series 2020	7,165,000.00
210065 · Bonds Payable Series 2022	22,075,000.00
2103000 · LOANS	
2103003 · HMAAC LOAN REFINANCED	311,910.85
Total 2103000 · LOANS	<u>311,910.85</u>
Total 210000 · Long Term Liabilities	72,039,793.85
210401 · ION Deferred Tax Increment	1,850,000.00
Total Long Term Liabilities	<u>73,889,793.85</u>
Total Liabilities	75,953,280.76
Equity	
1110 · Retained Earnings	91,452,482.60
Net Income	-3,815,703.30
Total Equity	<u>87,636,779.30</u>
TOTAL LIABILITIES & EQUITY	<u><u>163,590,060.06</u></u>

Midtown Redevelopment Authority
 Affordable Housing Disbursements
 As of March 21, 2025

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104024 · Texas Capital AH Ops x 6028				
02/26/2025	5047	CCPPI	Midtown Affordable Housing Plan Grant January 2025	119,083.33
02/26/2025	5048	Four Eleven LLC	Landscape Services January 2025	25,166.40
02/26/2025	5049	TransTeQ	January 2025 Landscaping	40,050.70
03/04/2025	ACH	City of Houston - Water	155065	42.58
03/04/2025	ACH	City of Houston - Water	155065	3.18
03/04/2025	ACH	City of Houston - Water	155065	21.08
03/04/2025	ACH	City of Houston - Water	155065	134.25
03/04/2025	ACH	City of Houston - Water	155065	33.84
03/05/2025	5050	American Fence Company, Inc.		2,406.40
03/06/2025	ACH	City of Houston - Water	155065	18.14
03/06/2025	ACH	City of Houston - Water	155065	16.22
03/11/2025	5051	American Fence Company, Inc.		459.20
03/19/2025	5052	TransTeQ	February 2025 Landscaping	33,876.81
Total 104024 · Texas Capital AH Ops x 6028				221,312.13
Total 104000 · Affordable Housing Accounts				221,312.13
TOTAL				221,312.13

Midtown Redevelopment Authority
Wells Fargo Oper 64040 Disbursements
As of March 21, 2025

Date	Num	Name	Memo	Credit
101003 - Texas Capital Operating x 6020				
02/26/2025	11694	Affordable Environmental Services	Pumped and Cleaned Lift Station & Grease Trap - Bagby Park - January 2025	1,490.00
02/26/2025	11695	Angelika Northrup	Office Administration - Feb 17 - Feb 21, 2025	675.00
02/26/2025	11709	Foster Fence Ltd	Gate Track Repair - 410 Pierce Street February 2025	175.00
02/26/2025	11710	Goode Technology Group	Tested Room and Speakers After Storms - December 30, 2024	125.00
02/26/2025	11711	Jeremy Rocha		1,755.91
02/26/2025	11712	Kayler Williams		14.68
02/26/2025	11713	Lovett Agency	NOTARY RENEWAL	125.00
02/26/2025	11714	TKE Elevators	410 PIERCE STREET - FINAL PAYMENT FEBRUARY 2025	3,990.22
02/26/2025	11715	Jeremy Rocha		312.82
02/26/2025	11716	Jose Portillo	Stone Paver Repairs - 2811 Travis Street - 25% Down Payment	5,062.00
02/27/2025	11717	Midtown Parks Conservancy	Tenant Income July 2024 - December 2024 Building 402 & 410 Tenants	102,102.02
02/27/2025	11718	Midtown Parks Conservancy	Management Fees 2025	1,000,000.00
03/03/2025	ACH	City of Houston - Water	155065	164.19
03/03/2025	ACH	City of Houston - Water	155065	429.13
03/03/2025	ACH	City of Houston - Water	155065	1,081.30
03/05/2025	11719	Angelika Northrup	Office Administration - Feb 24 - Feb 28, 2025	703.13
03/05/2025	11720	Bee-Line Delivery Service, Inc.	550008	55.65
03/05/2025	11721	Carr Riggs & Ingram, LLC	CentraLease Quarterly Fee (Dec 2024 - Feb 2025)	362.50
03/05/2025	11722	Condor Express Delivery, Inc	Delivery & Delivery Return February 2025	249.70
03/05/2025	11723	Datavox Inc		5,542.67
03/05/2025	11724	Equi-Tax, Inc.	Monthly Consultation Service fee per contract FEB 2025	500.00
03/05/2025	11725	Goode Systems & Consulting Inc	IT Service - Office 365 Products FEBRUARY 2025	450.00
03/05/2025	11726	Houston Public Works	Project # 15041248 Sign Permits	898.68
03/05/2025	11727	JM Hernandez Remodeling LLC	Carpet Repair/Patch Labor Only February 18, 2025	200.00
03/05/2025	11728	Midtown Scouts Square Property, LP	Contract Parking Spaces - 12 March 2025	900.00
03/05/2025	11729	One World Strategy Group, LLC		19,050.00
03/05/2025	11730	Otis Elevators	402 Pierce Street - Maint Serv 03/1/25 to 05/31/25	1,732.08
03/05/2025	11731	Purchase Power	Postage FEB 2025	134.98
03/05/2025	11732	The Goodman Corporation		27,890.41
03/11/2025	11733	Angelika Northrup	Office Administration - Mar 3 - Mar 7, 2025	652.50
03/11/2025	11734	Comcast	410 SERVICE Ste #355 to MAR 29, 2025	278.51
03/11/2025	11735	Comcast Business	402 & 410 SERVICE ACCT# 708743225 FEBRUARY 2025	1,505.73
03/11/2025	11736	E&C Engineers & Consultants Inc	MEP Design Services June and July, 2024	1,440.00
03/11/2025	11737	Equi-Tax, Inc.	Monthly Consultation Service fee per contract	500.00
03/11/2025	11738	Kilgore Industries, LP	HVAC Repair- 410 Pierce Street February 26, 2025	555.00
03/11/2025	11739	Lion Heart		7,714.63
03/11/2025	11740	Medley	Monthly Retainers -February 2025	2,453.34
03/11/2025	11741	Staples Advantage	Office supplies 02.25.25	1,466.23
03/11/2025	11742	THR Enterprises, Inc.	Cleaning Services -February 2025	1,550.00
03/11/2025	11743	Walter P. Moore	Project M032405300 Through February 23, 2025	5,912.50
03/11/2025	11744	WILLIAMS SCOTSMAN, INC	Customer # 10460287 Rental Period 03.01.2025 - 03.31.2025	352.78
03/11/2025	11746	The Morton Accounting Services	February 2025 CPA Services	31,238.84
03/19/2025	11747	Angelika Northrup	Office Administration - Mar 10 - Mar 14, 2025	652.50
03/19/2025	11748	Bracewell LLP	General Legal Services to February 28, 2025	30,142.50
03/19/2025	11749	Jeffrey E. Segura	Holman & Tuam Street Improvements Photography February 2025	300.00
03/19/2025	11750	Jeremy Rocha		3,611.15
03/19/2025	11751	Pitney Bowes Global Financial Services ...	LEASE March 30, 2025 - June 29, 2025	163.20
03/19/2025	11752	Wulfe & Co.	Consulting for Bagby Park and Midown Park -February 2025	3,400.00
03/19/2025	11753	Bracewell LLP	0051910.000022 Open Records Request Legal Services to February 28, 2025	32,510.00
03/19/2025	11754	Mathias Thibodeaux	2025 National Planning Conference (APA) Denver, CO (March 28-April 4, 2025)	326.96
03/19/2025	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 MAR 2025	3,992.63
03/19/2025	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 MAR 2025	5,540.06
Total 101003 - Texas Capital Operating x 6020				1,312,431.13
TOTAL				1,312,431.13



midtown
HOUSTON

**BUFFALO SOLDIERS
GRANT AGREEMENT
DIERS**

GRANT AGREEMENT

By and Between

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

And

MIDTOWN REDEVELOPMENT AUTHORITY

And

BUFFALO SOLDIERS NATIONAL MUSEUM & HERITAGE CENTER

[], 2025

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GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”), dated as of [_____], 2025 (the “**Effective Date**”), 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 public nonprofit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code; and BUFFALO SOLDIERS NATIONAL MUSEUM & HERITAGE CENTER (the “**Grantee**”), a Texas nonprofit corporation.

RECITALS

WHEREAS, by Ordinance No. 94-1345, passed and adopted by the City Council of the City (“**City Council**”) on December 14, 1994, the City created the Zone pursuant to Chapter 311, Texas Tax Code, as amended (the “**Act**”); 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 Board of Directors of the Zone (the “**Zone Board**”) adopted and the City approved, by City Ordinance No. 97-600, passed and adopted by City Council on May 28, 1997, the project plan and reinvestment zone financing plan for the Zone (the “**Original Plan**”); and

WHEREAS, the Zone Board adopted and the City approved, by Ordinance No. 1997-1338, passed and adopted on October 22, 1997, a First Amendment to the Original Plan (the “**First Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 1999-850, passed and adopted on August 11, 1999, a Second Amendment to the Original Plan (the “**Second Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2009-1395, passed and adopted on December 29, 2009, a Third Amendment to the Original Plan (the “**Third Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2011-534, passed and adopted on June 22, 2011, a Fourth Amendment to the Original Plan (the “**Fourth Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2013-638, passed and adopted on July 10, 2013, a Fifth Amendment to the Original Plan (the “**Fifth Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2015-1001, passed and adopted on October 14, 2015, a Sixth Amendment to the Original Plan (the “**Sixth Amendment**”); and the Zone Board adopted and the City approved, by Ordinance No. 2020-1102, passed and adopted on December 16, 2020, a Seventh Amendment to the Original Plan (the “**Seventh Amendment**,” and together with the Original Plan and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, the “**Project Plan**”); and

WHEREAS, the Project Plan authorizes the Zone to fund economic development programs (“**380 Programs**”) to induce private development paired with public investment to (i)

support appropriate operation and maintenance of public infrastructure and facilities, including parks and recreational facilities; (ii) develop and diversify the economy of the Zone and (iii) develop or expand transportation, business and commercial activity in the Zone, pursuant to Chapter 380 of the Texas Local Government Code and Chapter 311 of the Texas Tax Code; and

WHEREAS, the Third Amendment designated a Cultural and Tourism District within the Zone (the “**Cultural District**”) which contains current and proposed cultural facilities, including museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and in the City (the “**Cultural Facilities**”); and

WHEREAS, in conjunction with the Third Amendment, the City approved, by City Ordinance No. 2009-1397, passed and adopted by the City Council on December 29, 2009, the establishment of one of the Zone’s 380 Programs (the “**Cultural Facilities 380 Program**”), to enhance, encourage and promote Cultural Facilities within the Cultural District; and

WHEREAS, the Seventh Amendment incorporates and restates and affirms the goals and objectives included in the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, including the Cultural Facilities 380 Program; and

WHEREAS, the Buffalo Soldiers National Museum (the “**Museum**”) is a Cultural Facility located within the Cultural District within the Zone and is planning an enhancement project that is anticipated to be completed by February 28, 2026 (the “**Completion Date**”); and

WHEREAS, the Zone, the Authority and the Grantee desire to enter into this Grant Agreement to build and sustain the Museum through a Cultural Facilities 380 Program grant for establishment or promotion of public or private facilities that demonstrate public benefit and enhance the economic development of the Zone through increased business, commerce and tourism under the Project Plan; and

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

ARTICLE 1

Representations

Section 1.01 Representation of the Authority. The Authority hereby represents to the Grantee 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) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do 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 Representation of the Zone. The Zone hereby represents to the Grantee 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) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do 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 the Grantee. The Grantee hereby represents to the Authority and the Zone that as of the date hereof:

(A) The Grantee is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Grantee 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 and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms.

(C) There is no action, suit or proceeding pending against the Grantee, or to the knowledge of the Grantee, threatened against or affecting the Grantee 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 the Grantee or which could in any manner draw into question the validity of this Agreement.

(D) The Project (defined below) qualifies as a Cultural Facility and furthers the purposes of the Cultural Facilities 380 Program as defined in this Agreement.

ARTICLE 2

Project and Cultural Facility

Section 2.01 The Project. The Project consists of providing funding to cause the acquisition and construction of certain enhancements to the Museum, as further described in Exhibit A, and is consistent with, furthers and complies with the Authority's Cultural Facilities 380 Program (collectively referred to as the "**Project**").

Section 2.02 Purpose of the Cultural Facility. The parties hereby agree and acknowledge that the Museum, as a Cultural Facility and as enhanced by the Project, shall provide contributions to the Zone, economic and otherwise, through the preservation of cultural artifacts, collection of fine arts, teaching and promotion of history, cultural heritage, and the arts and sciences through public access to its holdings and exhibits. The Cultural Facility, as enhanced by the Project, shall contribute to the Cultural District within the Zone, which includes museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and the City.

ARTICLE 3

Grant Amount and Project Funding

Section 3.01 Grant. Subject to the conditions described in Section 3.02 below, a Cultural Facilities 380 Program grant (the "**Grant**") is hereby authorized to be awarded to the Grantee, and the proceeds of such grant, in a total aggregate amount not to exceed \$500,000, shall be funded as follows: (i) an amount not to exceed \$250,000 in the Authority's fiscal year ending June 30, 2025 (the "**FY 2025 Grant Amount**") and (ii) an amount not to exceed \$250,000 in the Authority's fiscal year ending June 30, 2026 (the "**FY 2026 Grant Amount**"), and, together with the FY 2025 Grant Amount, the "**Grant Proceeds**"). The Grant Proceeds shall be allocated to, and used by, the Grantee for the Project as specifically provided in this Agreement.

Section 3.02 Funding for the Project.

(A) Upon (i) a showing by the Grantee, adequate to the Authority, of the Grantee's having secured 100% of funds required for the Project (inclusive of the Grant Proceeds), as described in the budget provided in Exhibit A, in the form of cash, loans or written commitments, (ii) the execution of this Agreement, (iii) reimbursement of the Authority in the amount of \$[_____] for its costs associated with awarding the Grant to Grantee (the "**Authority Reimbursement Amount**") and (iv) the Authority's receipt of a signed conflict of interest affidavit as required pursuant to Section 4.03(B) hereto, the Authority shall fund an

amount equal to 90% of the FY 2025 Grant Amount less the Authority Reimbursement Amount (the “**Initial FY 2025 Disbursement**”).

(B) Upon a showing by the Grantee, adequate to the Authority, that Grantee has expended such Initial FY 2025 Disbursement in accordance with Section 3.03 below, the Authority shall fund an amount equal to the remaining 10% of the FY 2025 Grant Amount less the Authority Reimbursement Amount (the “**Final FY 2025 Disbursement**”).

(C) Upon a showing by Grantee, adequate to the Authority, that Grantee has expended the FY 2025 Grant Amount in accordance with Section 3.03 below, the Authority shall fund an amount equal to 90% of the FY 2026 Grant Amount (the “**Initial FY 2026 Disbursement**”).

(D) Upon a showing by the Grantee, adequate to the Authority, that Grantee has expended such Initial FY 2026 Disbursement in accordance with Section 3.03 below, the Authority shall fund an amount equal to the remaining 10% of the FY 2026 Grant Amount (the “**Final FY 2026 Disbursement**”).

Section 3.03 Use of Funding. Not less than 95% of the Grant Proceeds will be used to pay capital costs associated with the construction and completion of the Project.

Section 3.04 Supplemental Grants. Subject to the funds being available under the Authority’s budget in the fiscal years ending June 30, 2025, and June 30, 2026, the Grantee may request additional funds for this Project or any other additional project in such fiscal year.

ARTICLE 4

Grantee Covenants

Section 4.01 Use of the Museum. As a condition of the Grant, the Grantee hereby covenants and agrees (i) to use the Grant Proceeds for the Project and (ii) cause the operation and function of the Museum as described in Section 2.02 for a term commencing on the Effective Date and expiring ten (10) years after the Effective Date (such term, the “**Grant Agreement Term**”).

Section 4.02 Use of the Grant Proceeds. As a condition of the Grant, the Grantee hereby covenants and agrees to use the Grant Proceeds only for such purposes as are described in Section 3.03 and to, within 30 days of the Completion Date, provide a certificate to the Authority, describing the costs to which the Grant Proceeds were applied and certifying that all Grant Proceeds were applied in accordance with Section 3.03.

Section 4.03 Conflicts of Interest Disclosure.

(A) Prior to the receipt of any Grant Proceeds under this Agreement, the Grantee shall disclose to the Authority any pecuniary benefit any director, officer, employee or agent of the Grantee may receive due to an expenditure of the Grant Proceeds or the implementation of any transaction contemplated under this Agreement.

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

Section 4.04 Recognition of the Authority. Prior to distribution of Grant Proceeds, the Authority and Grantee shall mutually develop and agree upon a plan to recognize the Authority as a benefactor of the Museum. Notwithstanding, any marketing, public awareness campaigns or signage related to the Museum shall recognize the Authority's contributions in a prominent manner and, in the case of written materials, the Authority's name shall be in text no smaller than one-half (1/2) of the size of the Grantee's name.

Section 4.05 Inspections; Audits. The Grantee agrees to keep such operating records as may be required by the Authority, the City or by state and federal law or regulation. The Grantee shall allow the Authority reasonable access to documents and records in the Grantee's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Grantee's compliance with this Agreement.

Section 4.06 Authority and Zone Relieved From Responsibility. The Grantee hereby expressly acknowledges that the Authority and the Zone are under no responsibility to insure or maintain the Museum or to pay taxes (in the event the Museum is not exempt from ad valorem taxes) and the Grantee shall relieve the Authority and the Zone from any such responsibility.

ARTICLE 5

Default

Section 5.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

- (A) The Project is not completed by the Completion Date.
- (B) The Grantee ceases use of the Museum consistent with and pursuant to Section 2.02 during the Grant Agreement Term.
- (C) The Grantee fails to use the Grant Proceeds only for such purposes as are described in Section 3.03.
- (D) The Authority shall fail to fund the Grant under the terms of this Agreement.
- (E) Any representation or warranty made or deemed made by or on behalf of the Grantee in this Agreement or in any amendment or modification of this Agreement or in any waiver under any of the foregoing, or in any report, certificate or any other document furnished

pursuant to or in connection with this Agreement, shall prove to have been incorrect or misleading in any material respect when made or deemed made.

Section 5.02 Remedies.

(A) In the case of an Event of Default under Section 5.01(A), the Authority shall have the right to terminate or suspend this Agreement and receive a refund of all Grant Proceeds provided to the Grantee.

(B) In the case of an Event of Default under Section 5.01(B), the Authority shall have a right to receive a refund from the Grantee for all or a portion of the Grant Proceeds. This refund shall be determined by the year of the Event of Default, and the refund amount will be reduced by ten (10) percent each year the Event of Default does not occur during the Grant Agreement Term. The refund amount will be determined according to the following schedule:

<u>Year</u>	<u>Percent of Grant Refunded</u>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	10%

(C) In the case of an Event of Default under Section 5.01(C), the Authority shall have a right to request reimbursement for the portion of the Grant Proceeds expended on non-complying purposes.

(D) In the case of an Event of Default under Section 5.01(D), the Grantee, in addition to the other rights given to the Grantee under this Agreement, may enforce specific performance or seek actual damages incurred by the Grantee for any such default.

(E) In the case of an Event of Default under Section 5.01(E), the Grantee shall have the right to cure any misrepresentation within thirty (30) days, or the right to cure shall expire. If the Grantee does not utilize the right to cure, the Authority may take any of the following actions: (i) seek actual damages incurred from such default, (ii) terminate or suspend this Agreement, and (iii) pursue all other rights and remedies provided under this Agreement and/or available at law and equity.

ARTICLE 6

Indemnification and Release

Section 6.01 Indemnification. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, THE GRANTEE 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) THE GRANTEE AND/OR ITS AGENTS’, EMPLOYEES’, OFFICERS’, DIRECTORS’, CONTRACTORS’, OR SUBCONTRACTORS’ (COLLECTIVELY, “THE GRANTEE’S”) ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

Section 6.02 Release. THE GRANTEE 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, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE PROJECT (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.

TO THE EXTENT POSSIBLE, THE GRANTEE SHALL ALSO REQUIRE THAT ALL GENERAL CONTRACTORS INDEMNIFY THE CITY, THE AUTHORITY, AND THE ZONE AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF SUCH CONTRACTOR'S WORK AND ACTIVITY RELATED TO THE PROJECT.

ARTICLE 7

General

Section 7.01 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 the Grantee only.

Section 7.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 7.03 Court Proceedings. Any suit, action or proceeding, which is permitted to be brought by a Party against any other Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof shall be brought in any federal or state court located in the City, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable laws, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for pursuant to this Agreement. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any federal or state court located in the City or any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a federal or state court located in the City.

Section 7.04 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 7.05 Disclosure of Interested Parties (Form 1295). Grantee will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission, in connection with entry into this Agreement. Upon receipt of Grantee's Form 1295, the Authority agrees to acknowledge Grantee's Form 1295 through its electronic filing application. Grantee and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, the Authority is not responsible for the information contained in Grantee's Form 1295 and the Authority has not verified such information.

Section 7.06 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic 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 Street, Suite 355
Houston, Texas 77002

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

Buffalo Soldiers Museum and Heritage Center
Attn: Chief Executive Officer
3916 Caroline Street
Houston, Texas 77004

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 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 the Grantee, as the case may be.

Section 7.07 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 the Grantee. No course of dealing on the part of the Grantee, nor any failure or delay by the Grantee with respect to exercising any right, power or privilege of the Grantee under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 7.08 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 7.09 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Grantee and their 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 7.10 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. 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 7.11 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 7.12 Suspension and Termination. The Grantee acknowledges and agrees that suspension or termination of this Agreement may occur if the Grantee fails to comply with any terms of this Agreement.

Section 7.13 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 7.14 Counterparts. This Agreement may be executed in counterparts (including by electronic signature and including execution 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DRAFT

BUFFALO SOLDIERS MUSEUM AND
HERITAGE CENTER

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

DRAFT

APPROVED BY CITY:

CHIEF DEVELOPMENT OFFICER

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

DRAFT

Exhibit A

PROJECT SUMMARY AND BUDGET

DRAFT

BUFFALO SOLDIERS NATIONAL MUSEUM



Proposal to the Midtown Redevelopment Authority

1. Please describe the location of the project to be funded by the grant investment.

The Buffalo Soldiers National Museum is located at 3816 Caroline Street Houston, Texas 77004 housed in the Historic Houston Light Guard Armory, built in 1925 with the primary façade on Caroline Street between Truxillo and Alabama, a priority street in the Midtown Parks and Public Spaces Master Plan. It is also close to the Ensemble/HCC METRO Rail stop and the Houston Community College Central Campus.

2. Please explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.

The Buffalo Soldiers National Museum (BSNM) is dedicated to exploring and displaying the stories and contributions of African Americans in the military by way of performing and visual arts, educational programming, and exhibitions. Our purpose is to educate, preserve, promote, and perpetuate the history, tradition, and outstanding contributions of the Buffalo Soldiers towards the development and defense of America from The Revolutionary War to the present.

Our vision is to extend public knowledge of the achievements of all the nation's African American armed forces personnel to the general public thus building pride and patriotism throughout all of the communities we serve. To do that, we need a facility that can support a dynamic range of exhibitions and programs to serve a growing number of visitors.

To fulfill our mission and purpose and realize our vision, it is imperative that we prepare both our building and the people who comprise our institution for a new era of growth. This campaign will:

- Protect the historic elements of our building and outfit them to meet the needs of a 21st century museum.
- Serve as a critical investment in the care and maintenance of the collection itself, including preparing the archive to reach a much larger audience by making a growing portion of the collection accessible digitally from anywhere in the world.

Buffalo Soldiers Museum Ready and Forward Capital Campaign Estimated Budget

Budget item	Amount
Construction - Buildings	
<i>Includes interior renovation of Buffalo Soldiers National Museum</i>	
<i>1st floor: Museum Archives, Offices, Gift Shop, Classroom</i>	
<i>2nd Floor: 4 Exhibit Halls, Gift shop and reception</i>	
<i>3rd Floor: 1 Exhibit Hall, Offices, Board room, Café</i>	
General requirements, finishes, and demolition	\$807,000
Construction Materials	\$842,000
Mechanical and Electrical	\$179,000
Insurance and Performance Bond	\$150,000
Exhibition construction and fabrication	\$450,000
Artifact acquisition and display	\$300,000
Graphic and signage	\$130,000
Installation and set up	\$200,000
Café renovation and construction	\$115,000
Construction - Buildings total	\$2,773,000
Construction – Outdoor	
<i>Includes construction of Youth Outdoor Activity Center</i>	
Interactive installations	\$75,000
Artifact acquisition and display	\$55,000
Landscaping and infrastructure	\$40,000
Educational materials	\$45,000
Construction – Outdoor total	\$215,000
Exhibition technology	
<i>Includes new and upgraded exhibition technology focused on guest and student interaction and engagement. 2nd, 3rd floor exhibitions</i>	
Interactive display development, design, and education	\$545,000
Exhibit construction, set up, installation, and calibration	\$335,000
Technology total	\$880,000
Furniture, fixtures and equipment	
Furniture	\$75,000
Lighting and fixtures	\$289,000
Audio visual equipment	\$35,000
Display enhancements	\$22,000
Security and surveillance	\$13,000
Signage and wayfinding	\$12,000
Installation and setup	\$35,000
Café kitchen equipment, seating, and supplies	\$142,000
Furniture, fixtures and equipment total	\$622,000
Soft costs	
Exhibit space concept development and design	\$350,000
Outdoor space concept and design	\$35,000
Cafe permitting and licensing	\$9,000
Exhibit permits and engineering	\$95,000
Soft costs total	\$489,000
Contingency	\$300,000
Project total	\$5,279,000

Preliminary Renderings

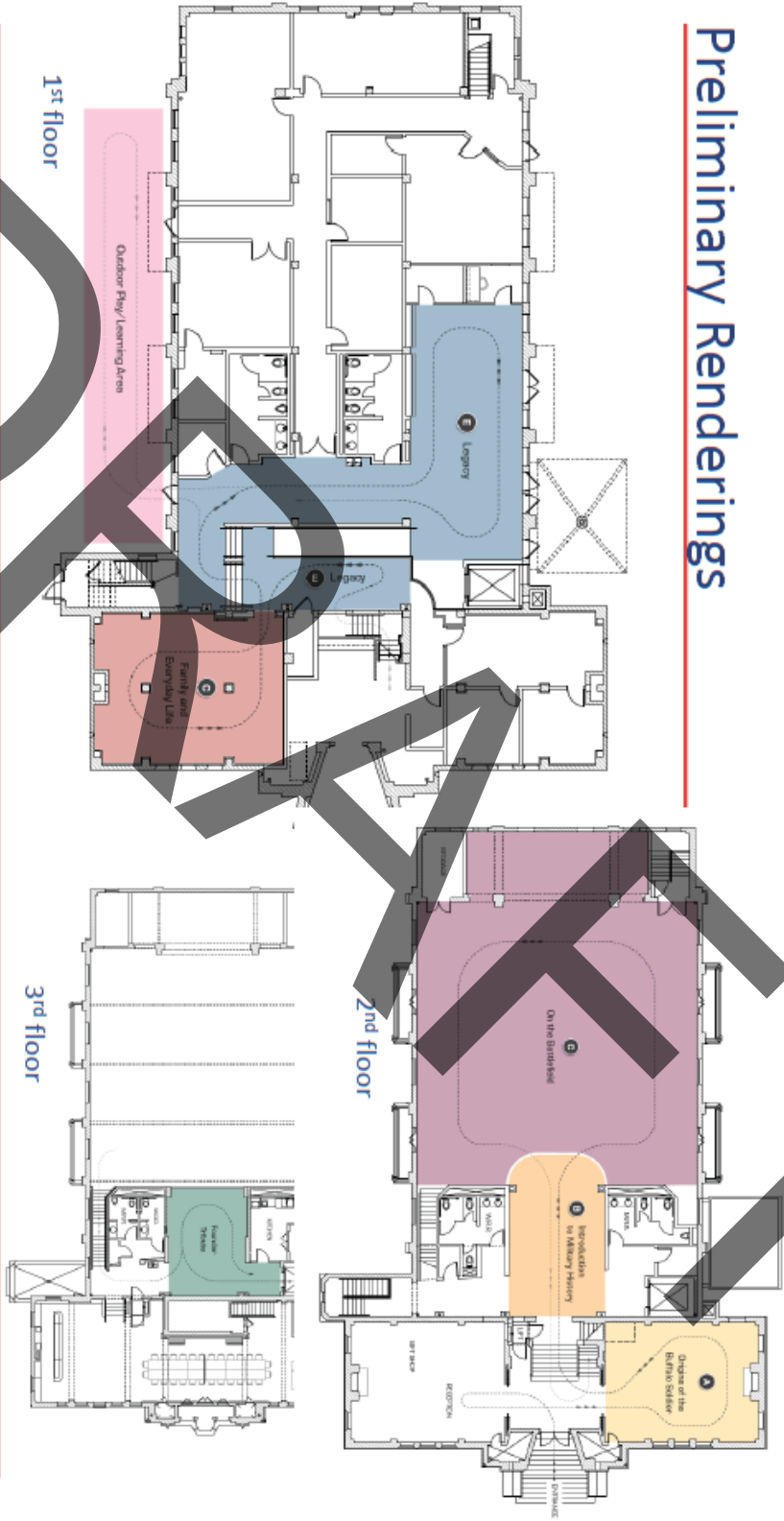


Exhibit B

GRANTEE CONFLICT OF INTEREST STATEMENT

DRAFT

**BUFFALO SOLDIERS MUSEUM & HERITAGE CENTER
CONFLICT OF INTEREST STATEMENT**

The undersigned, Melanie Richard, BBA, the Board Chair of BUFFALO SOLDIERS MUSEUM & HERITAGE CENTER in Houston, Texas (the "Grantee"), executes this statement pursuant to Section 4.03 of the Grant Agreement among the Grantee, REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the "Zone"), and MIDTOWN REDEVELOPMENT AUTHORITY (the "Authority"), and 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 the Buffalo Soldiers Museum 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 the Grantee under Chapter 176, Texas Local Government Code, the Grantee shall provide a disclosure statement which includes:

The Director's business relationship with the Grantee, 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 _____, 2025.

**BUFFALO SOLDIERS MUSEUM &
HERITAGE CENTER**

By: _____
Name: Melanie Richard, BBA
Title: Board Chair



midtown
HOUSTON

**GRANT AGREEMENT
C 60 INC. (LULAC)**

GRANT AGREEMENT

By and Between

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

And

MIDTOWN REDEVELOPMENT AUTHORITY

And

C 60 INC.

[____], 2025

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GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”), dated as of [_____], 2025 (the “**Effective Date**”), 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 public nonprofit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code; and C 60 INC. (the “**Grantee**”), a Texas nonprofit corporation.

RECITALS

WHEREAS, by Ordinance No. 94-1345, passed and adopted by the City Council of the City (the “**City Council**”) on December 14, 1994, the City created the Zone pursuant to Chapter 311, Texas Tax Code, as amended (the “**Act**”); 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 Board of Directors of the Zone (the “**Zone Board**”) adopted and the City approved, by City Ordinance No. 97-600, passed and adopted by City Council on May 28, 1997, the project plan and reinvestment zone financing plan for the Zone (the “**Original Plan**”); and

WHEREAS, the Zone Board adopted and the City approved, by Ordinance No. 1997-1338, passed and adopted on October 22, 1997, a First Amendment to the Original Plan (the “**First Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 1999-850, passed and adopted on August 11, 1999, a Second Amendment to the Original Plan (the “**Second Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2009-1395, passed and adopted on December 29, 2009, a Third Amendment to the Original Plan (the “**Third Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2011-534, passed and adopted on June 22, 2011, a Fourth Amendment to the Original Plan (the “**Fourth Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2013-638, passed and adopted on July 10, 2013, a Fifth Amendment to the Original Plan (the “**Fifth Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2015-1001, passed and adopted on October 14, 2015, a Sixth Amendment to the Original Plan (the “**Sixth Amendment**”); and the Zone Board adopted and the City approved, by Ordinance No. 2020-1102, passed and adopted on December 16, 2020, a Seventh Amendment to the Original Plan (the “**Seventh Amendment**,” and together with the Original Plan and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, the “**Project Plan**”); and

WHEREAS, the Project Plan authorizes the Zone to fund economic development programs (“**380 Programs**”) to induce private development paired with public investment to (i) support appropriate operation and maintenance of public infrastructure and facilities, including

parks and recreational facilities; (ii) develop and diversify the economy of the Zone and (iii) develop or expand transportation, business and commercial activity in the Zone, pursuant to Chapter 380 of the Texas Local Government Code and Chapter 311 of the Texas Tax Code; and

WHEREAS, the Zone contains current and proposed cultural facilities, including museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and in the City (the “**Cultural Facilities**”); and

WHEREAS, the Third Amendment designated a Cultural and Tourism District within the then-existing boundaries of the Zone (the “**Cultural District**”) which contains various Cultural Facilities; and

WHEREAS, in conjunction with the Third Amendment, the City approved, by City Ordinance No. 2009-1397, passed and adopted by the City Council on December 29, 2009, the establishment of one of the Zone’s 380 Programs (the “**Cultural Facilities 380 Program**”) to enhance, encourage and promote Cultural Facilities within the Cultural District; and

WHEREAS, the Seventh Amendment provides for the annexation and funding of the LULAC 60 Clubhouse located at 3004 Bagby Street, Houston Texas 77006 (the “**Clubhouse**”), and incorporates, restates and affirms the goals and objectives included in the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, including the Cultural Facilities 380 Program; and

WHEREAS, the Clubhouse is a Cultural Facility within the Zone that is outside the boundaries of the Cultural District but otherwise satisfies the criteria for financial assistance via the Cultural Facilities 380 Program; and

WHEREAS, the Grantee is planning a three-phase enhancement and renovation project for the Clubhouse, Phases I and II of which are anticipated to be completed by August 4, 2026 (the “**Completion Date**”); and

WHEREAS, the Zone and the Authority now desire, pursuant to the Project Plan and the 380 Programs, to establish a program for economic development incentives for Cultural Facilities annexed into the Zone after the establishment of the Cultural Facilities 380 Program within the Zone to enhance, encourage and promote Cultural Facilities within the Zone that are outside the boundaries of the Cultural District (the “**Annexed Cultural Facilities 380 Program**”); and

WHEREAS, the 380 Programs, including the Cultural Facilities 380 Program and the Annexed Cultural Facilities 380 Program, meet the requirements of Section 380.001, Texas Local Government Code, which allows the governing body of a municipality to establish programs, including programs for making loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Zone, the Authority and the Grantee desire to enter into this Grant Agreement to restore and redevelop the Clubhouse through an Annexed Cultural Facilities 380

Program grant for establishment or promotion of public or private facilities that demonstrate public benefit and enhance the economic development of the Zone through increased business, commerce and tourism under the Project Plan; and

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

ARTICLE 1

Representations

Section 1.01 Representation of the Authority. The Authority hereby represents to the Grantee 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) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do 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 Representation of the Zone. The Zone hereby represents to the Grantee 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) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do 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 the Grantee. The Grantee hereby represents to the Authority and the Zone that as of the date hereof:

(A) The Grantee is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Grantee 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 and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms.

(C) There is no action, suit or proceeding pending against the Grantee, or to the knowledge of the Grantee, threatened against or affecting the Grantee 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 the Grantee or which could in any manner draw into question the validity of this Agreement.

(D) The Project (defined below) qualifies as a Cultural Facility and furthers the purposes of the Annexed Cultural Facilities 380 Program as defined in this Agreement.

ARTICLE 2

Project and Cultural Facility

Section 2.01 The Project. The Project consists of providing funding to cause the acquisition and construction of enhancements to the Clubhouse, as further described as Phase I and Phase II in Exhibit A, and is consistent with, furthers and complies with the Authority's Annexed Cultural Facilities 380 Program (collectively referred to as the "**Project**"). For the avoidance of doubt, Phase III, as described in Exhibit A, is not included in the Project.

Section 2.02 Purpose of the Cultural Facility. The parties hereby agree and acknowledge that the Clubhouse, as a Cultural Facility and as enhanced by the Project, shall provide contributions to the Zone, economic and otherwise, through the preservation of cultural artifacts, collection of fine arts, teaching and promotion of history, cultural heritage, and the arts and sciences through the hosting of community events and public access to this historic landmark. The Cultural Facility, as enhanced by the Project, shall contribute to the Zone by attracting residents and visitors to the Zone and enhancing other commercial enterprises in the Zone and the City.

ARTICLE 3

Grant Amount and Project Funding

Section 3.01 Grant. Subject to the conditions described in Section 3.02 below, a Cultural Facilities 380 Program grant (the “**Grant**”) is hereby authorized to be awarded to the Grantee, and the proceeds of such grant, in a total aggregate amount not to exceed \$500,000, shall be funded as follows: (i) an amount not to exceed \$250,000 in the Authority’s fiscal year ending June 30, 2025 (the “**FY 2025 Grant Amount**”) and (ii) an amount not to exceed \$250,000 in the Authority’s fiscal year ending June 30, 2026 (the “**FY 2026 Grant Amount**”, and, together with the FY 2025 Grant Amount, the “**Grant Proceeds**”). The Grant Proceeds shall be allocated to, and used by, the Grantee for the Project as specifically provided in this Agreement.

Section 3.02 Funding for the Project.

(A) Upon (i) a showing by the Grantee, adequate to the Authority, of the Grantee’s having secured 100% of funds required for the Project (inclusive of the Grant Proceeds), as described in the budget provided in Exhibit A, in the form of cash, loans or written commitments, (ii) the execution of this Agreement, (iii) reimbursement of the Authority in the amount of \$[] for its costs associated with awarding the Grant to Grantee (the “**Authority Reimbursement Amount**”) and (iv) the Authority’s receipt of a signed conflict of interest affidavit as required pursuant to Section 4.03(B) hereto, the Authority shall fund an amount equal to 90% of the FY 2025 Grant Amount less the Authority Reimbursement Amount (the “**Initial FY 2025 Disbursement**”).

(B) Upon a showing by the Grantee, adequate to the Authority, that Grantee has expended such Initial FY 2025 Disbursement in accordance with Section 3.03 below, the Authority shall fund an amount equal to the remaining 10% of the FY 2025 Grant Amount less the Authority Reimbursement Amount (the “**Final FY 2025 Disbursement**”).

(C) Upon a showing by Grantee, adequate to the Authority, that Grantee has expended the FY 2025 Grant Amount in accordance with Section 3.03 below, the Authority shall fund an amount equal to 90% of the FY 2026 Grant Amount (the “**Initial FY 2026 Disbursement**”).

(D) Upon a showing by the Grantee, adequate to the Authority, that Grantee has expended such Initial FY 2026 Disbursement in accordance with Section 3.03 below, the Authority shall fund an amount equal to the remaining 10% of the FY 2026 Grant Amount (the “**Final FY 2026 Disbursement**”).

Section 3.03 Use of Funding. Not less than 95% of the Grant Proceeds will be used to pay capital costs associated with the construction and completion of the Project.

Section 3.04 Supplemental Grants. Subject to the funds being available under the Authority’s budget in the fiscal years ending June 30, 2025, and June 30, 2026, the Grantee may request additional funds for this Project or any other additional project in such fiscal year.

ARTICLE 4

Grantee Covenants

Section 4.01 Use of the Clubhouse. As a condition of the Grant, the Grantee hereby covenants and agrees (i) to use the Grant Proceeds for the Project and (ii) cause the operation and function of the Clubhouse as described in Section 2.02 for a term commencing on the Effective Date and expiring ten (10) years after the Effective Date (such term, the “**Grant Agreement Term**”).

Section 4.02 Use of the Grant Proceeds. As a condition of the Grant, the Grantee hereby covenants and agrees to use the Grant Proceeds only for such purposes as are described in Section 3.03 and to, within 30 days of the Completion Date, provide a certificate to the Authority, describing the costs to which the Grant Proceeds were applied and certifying that all Grant Proceeds were applied in accordance with Section 3.03.

Section 4.03 Conflicts of Interest Disclosure.

(A) Prior to the receipt of any Grant Proceeds under this Agreement, the Grantee shall disclose to the Authority any pecuniary benefit any director, officer, employee or agent of the Grantee may receive due to an expenditure of the Grant Proceeds or the implementation of any transaction contemplated under this Agreement.

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

Section 4.04 Recognition of the Authority. Prior to distribution of Grant Proceeds, the Authority and Grantee shall mutually develop and agree upon a plan to recognize the Authority as a benefactor of the Clubhouse. Notwithstanding, any marketing, public awareness campaigns or signage related to the Clubhouse shall recognize the Authority’s contributions in a prominent manner and, in the case of written materials, the Authority’s name shall be in text no smaller than one-half (1/2) of the size of the Grantee’s name.

Section 4.05 Inspections; Audits. The Grantee agrees to keep such operating records as may be required by the Authority, the City or by state and federal law or regulation. The Grantee shall allow the Authority reasonable access to documents and records in the Grantee’s possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Grantee’s compliance with this Agreement.

Section 4.06 Authority and Zone Relieved From Responsibility. The Grantee hereby expressly acknowledges that the Authority and the Zone are under no responsibility to insure or maintain the Clubhouse or to pay taxes (in the event the Clubhouse is not exempt from ad

valorem taxes) and the Grantee shall relieve the Authority and the Zone from any such responsibility.

ARTICLE 5

Default

Section 5.01 Events of Default. One or more of the following events shall constitute an “Event of Default”:

- (A) The Project is not completed by the Completion Date.
- (B) The Grantee ceases use of the Clubhouse consistent with and pursuant to Section 2.02 during the Grant Agreement Term.
- (C) The Grantee fails to use the Grant Proceeds only for such purposes as are described in Section 3.03.
- (D) The Authority shall fail to fund the Grant under the terms of this Agreement.
- (E) Any representation or warranty made or deemed made by or on behalf of the Grantee in this Agreement or in any amendment or modification of this Agreement or in any waiver under any of the foregoing, or in any report, certificate or any other document furnished pursuant to or in connection with this Agreement, shall prove to have been incorrect or misleading in any material respect when made or deemed made.

Section 5.02 Remedies.

(A) In the case of an Event of Default under Section 5.01(A), the Authority shall have the right to terminate or suspend this Agreement and receive a refund of all Grant Proceeds provided to the Grantee.

(B) In the case of an Event of Default under Section 5.01(B), the Authority shall have a right to receive a refund from the Grantee for all or a portion of the Grant Proceeds. This refund shall be determined by the year of the Event of Default, and the refund amount will be reduced by ten (10) percent each year the Event of Default does not occur during the Grant Agreement Term. The refund amount will be determined according to the following schedule:

<u>Year</u>	<u>Percent of Grant Refunded</u>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%

Year 9	20%
Year 10	10%

(C) In the case of an Event of Default under Section 5.01(C), the Authority shall have a right to request reimbursement for the portion of the Grant Proceeds expended on non-complying purposes.

(D) In the case of an Event of Default under Section 5.01(D), the Grantee, in addition to the other rights given to the Grantee under this Agreement, may enforce specific performance or seek actual damages incurred by the Grantee for any such default.

(E) In the case of an Event of Default under Section 5.01(E), the Grantee shall have the right to cure any misrepresentation within thirty (30) days, or the right to cure shall expire. If the Grantee does not utilize the right to cure, the Authority may take any of the following actions: (i) seek actual damages incurred from such default, (ii) terminate or suspend this Agreement, and (iii) pursue all other rights and remedies provided under this Agreement and/or available at law and equity.

ARTICLE 6

Indemnification and Release

Section 6.01 Indemnification. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, THE GRANTEE 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) THE GRANTEE AND/OR ITS AGENTS’, EMPLOYEES’, OFFICERS’, DIRECTORS’, CONTRACTORS’, OR SUBCONTRACTORS’ (COLLECTIVELY, “THE GRANTEE’S”) ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

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

Section 6.02 Release. **THE GRANTEE 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, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE PROJECT (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.

TO THE EXTENT POSSIBLE, THE GRANTEE SHALL ALSO REQUIRE THAT ALL GENERAL CONTRACTORS INDEMNIFY THE CITY, THE AUTHORITY, AND THE ZONE AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF SUCH CONTRACTOR'S WORK AND ACTIVITY RELATED TO THE PROJECT.

ARTICLE 7

General

Section 7.01 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 the Grantee only.

Section 7.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 7.03 Court Proceedings. Any suit, action or proceeding, which is permitted to be brought by a Party against any other Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof shall be brought in any federal or state court located in the City, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable laws, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for pursuant to this Agreement. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any federal or state court located in the City or any claim that any such suit, action

or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a federal or state court located in the City.

Section 7.04 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 7.05 Disclosure of Interested Parties (Form 1295). Grantee will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission, in connection with entry into this Agreement. Upon receipt of Grantee's Form 1295, the Authority agrees to acknowledge Grantee's Form 1295 through its electronic filing application. Grantee and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, the Authority is not responsible for the information contained in Grantee's Form 1295 and the Authority has not verified such information.

Section 7.06 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic 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 Street, Suite 355
 Houston, Texas 77002

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

C 60 Inc.
 Attn: Board Chair
 502 Avondale Street
 Houston, Texas 77006

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 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 the Grantee, as the case may be.

Section 7.07 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 the Grantee. No course of dealing on the part of the Grantee, nor any failure or delay by the Grantee with respect to exercising any right, power or privilege of the Grantee under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 7.08 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 7.09 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Grantee and their 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 7.10 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. 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 7.11 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 7.12 Suspension and Termination. The Grantee acknowledges and agrees that suspension or termination of this Agreement may occur if the Grantee fails to comply with any terms of this Agreement.

Section 7.13 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 7.14 Counterparts. This Agreement may be executed in counterparts (including by electronic signature, and including execution 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____
Name: _____
Title: _____

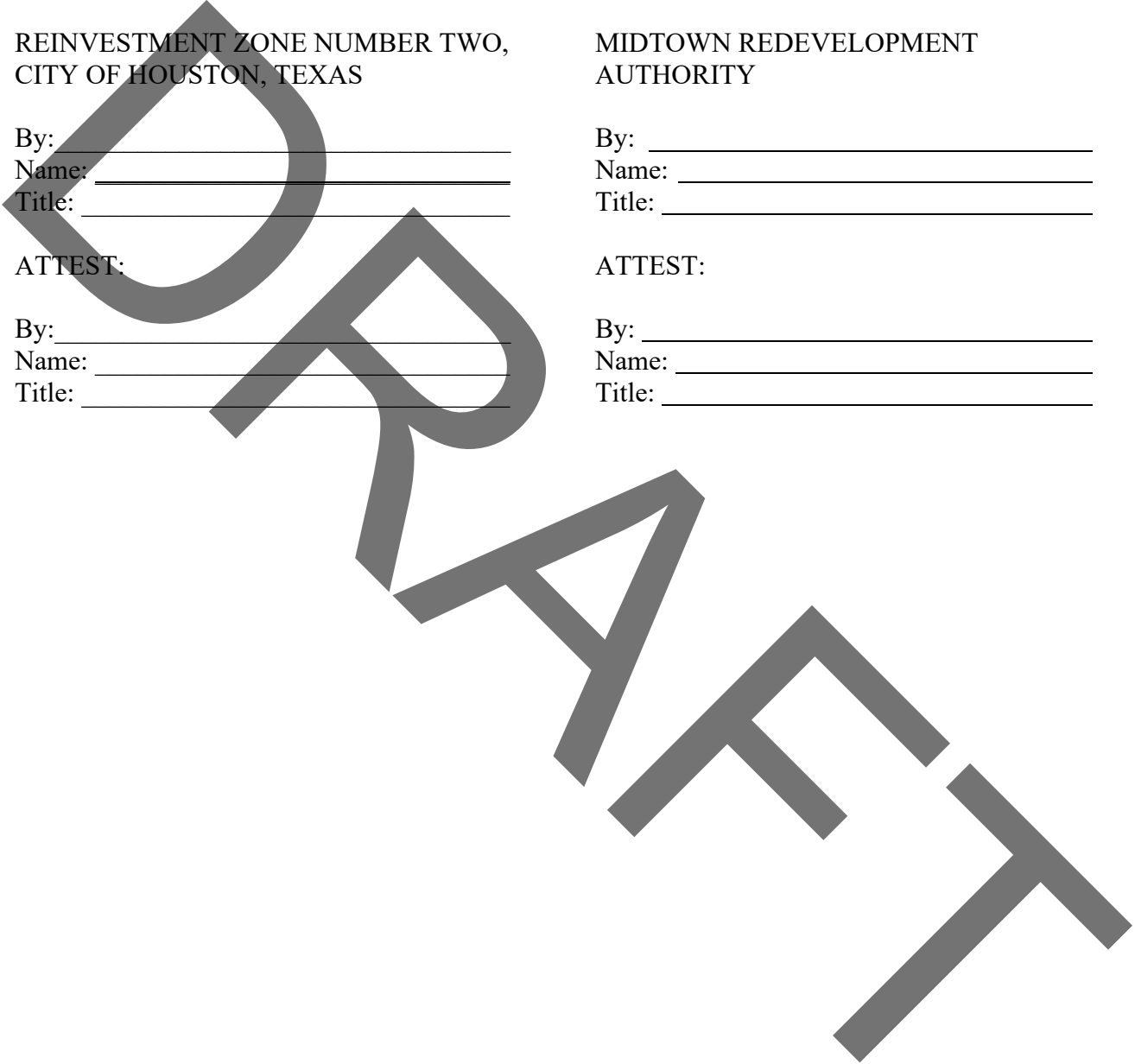
By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



C 60 INC.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

DRAFT

APPROVED BY CITY:

CHIEF ECONOMIC DEVELOPMENT OFFICER

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

Exhibit A

PROJECT SUMMARY AND BUDGET¹

[Attached]

DRAFT

¹ Notwithstanding any reference in this Exhibit to the contrary, the Authority's contribution to the Project shall not exceed the amount of the Grant as defined in this Agreement.

February 6, 2025

Mr. Marlon Marshall
Midtown TIRZ
410 Pierce Street, Suite 355
Houston, TX 77002



C60, Inc.

a 501 (c)(3)
nonprofit organization

**PRESERVING A
NATIONAL TREASURE IN
THE HEART OF HOUSTON**

Dear Marlon,

On behalf of C60, Inc., I am writing to thank you for the funding commitment of \$500,000 from the Midtown TIRZ toward the Historic LULAC Council 60 Clubhouse urban park/cultural destination project.

I also want to update you on the status of the project. Since our initial application, the campaign has secured the funding needed for Phase I interior renovation of the Clubhouse. Approximately \$844,000 has been raised through a combination of public and private support including \$750,000 from FY2022 Community Project Funding. You will be pleased to know that this funding is actively being utilized as we begin preparations to launch Phase I construction.

To expedite the completion of the project, the C60, Inc. Board has decided to move the acquisition of the adjacent lot at 3001 Anita Street and associated permeable parking component to Phase III. We must postpone property acquisition until we can reach a successful agreement with the seller to include a formal Letter of Intent. Which we hope to attain at a later time.

As a result of this and value engineering, the project's Phase II budget has been reduced to \$1,146,842. Therefore, we respectfully request that the grant agreement drafted by Bracewell be amended to reflect this revised budget amount. Phase II now focuses on site improvements fully under our control. By deferring the acquisition, we can direct our resources toward completing Phases I and II to activate the historic site by Fall 2026. To reach the 100% funds raised threshold we plan to utilize the following sources.

Phase II 100% Funding:

\$500,000 Midtown TIRZ
\$303,000 Cash on Hand
\$343,842 Bridge Loan and new Philanthropic Commitments

Additionally, we continue to approach philanthropic donors for support for remaining funds needed to fully equip the space and its toward its future programs. Among them, the Brown Foundation, Latinos in Heritage Conservation, the Institute of Museum and Library Services, the Summerlee Foundation, and others.

We appreciate the continued support of the Midtown TIRZ and look forward to working together to bring this important cultural and historic project to fruition. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Ray Valdez
Board Chair
C60, Inc.

Exhibit A

The Historic LULAC Council 60 Clubhouse

council60clubhouse.com

Mailing Address: 503 Arundale Street, Houston, TX 77006

Phone: 206-650-1065

Phase I (Funded) The Clubhouse Renovations

Phase I, at a cost of \$844,352, will transform gutted spaces to create an expansive open floor plan including ample community spaces, museum quality display and storage for historic documents, memorabilia, and a café to nurture community engagement.

The second floor is dedicated to shared/flexible office spaces providing affordable venues for community partner gathering. A compact but efficient media studio will be dedicated to the creation of important community content.

Phase II: LA PLAZA Total Cost: \$1,146,842

RDLR Architects
Conceptual Budget Summary

La Plaza - Exterior Site Improvements	Cost
Division 1 - General Requirements	\$22,963
Division 2 - Existing Conditions	\$112,752
Division 4 - Masonry	\$134,040
Division 10 - Specialties	\$140,000
Division 26 - Electrical	\$70,110
Division 31 - Earthwork	\$43,110
Division 32 - Exterior Improvements	\$296,677
Division 33 - Utilities	\$85,000
Contingency 8%	\$78,665
Cost of Work Subtotal	\$983,316
Building Permit	by owner
Builders Risk & Gen. Liability	\$49,166
Payment & Performance Bond	\$39,333
Project Subtotal	\$1,071,815
Project Management Fee 7%	\$75,027
La Plaza Exterior Site Improvements	\$1,146,842

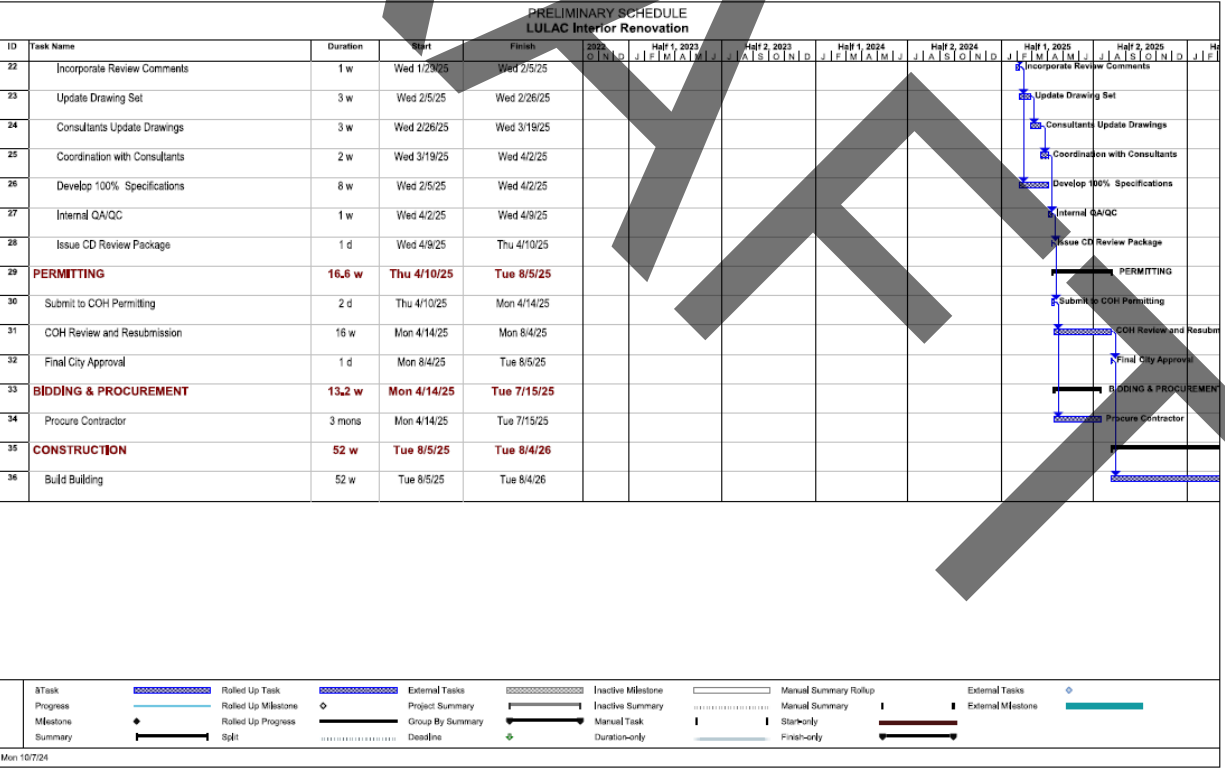
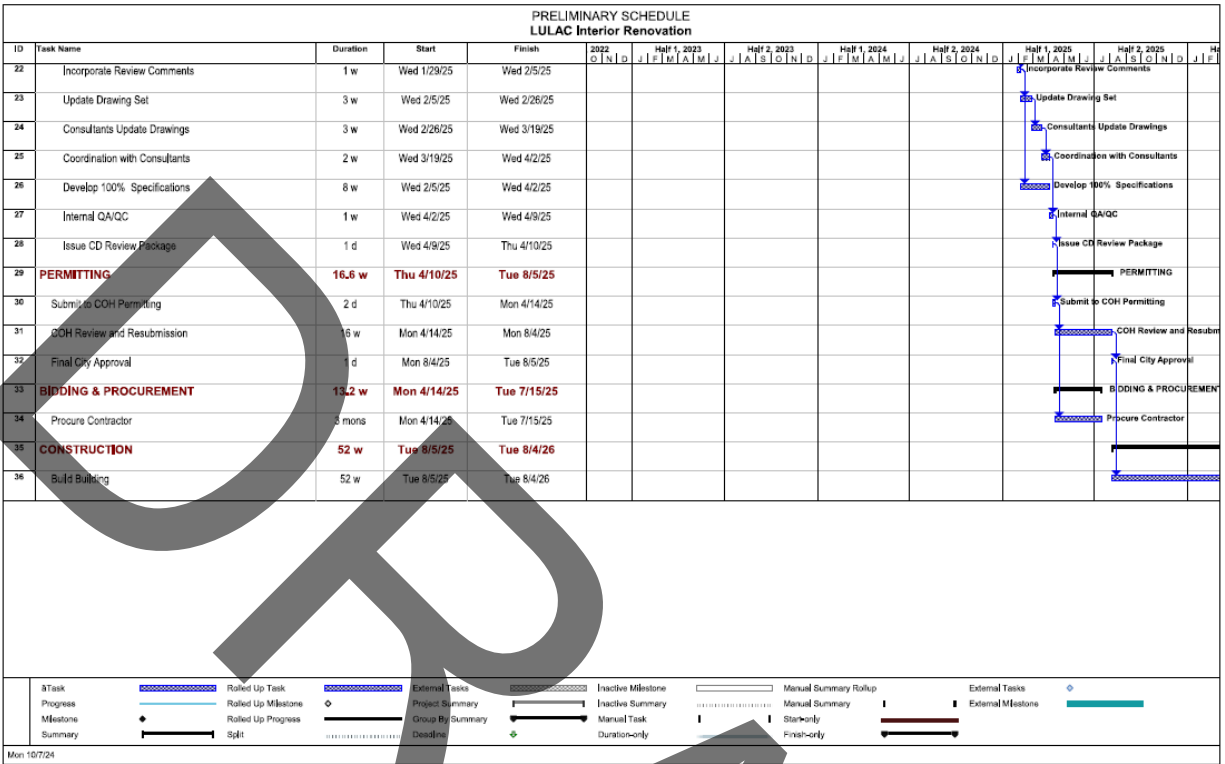


Exhibit B

GRANTEE CONFLICT OF INTEREST STATEMENT

[Attached]

DRAFT

**C 60 INC.
CONFLICT OF INTEREST STATEMENT**

The undersigned, Ray Valdez, the Board Chair of C 60 INC. in Houston, Texas (the “Grantee”) executes this statement pursuant to Section 4.03 of the Grant Agreement among the Grantee, REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “Zone”), and MIDTOWN REDEVELOPMENT AUTHORITY (the “Authority”), and 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 C 60 Inc. (“C 60”) 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 the Grantee under Chapter 176, Texas Local Government Code, the Grantee shall provide a disclosure statement which includes:

The Director’s business relationship with the Grantee, 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 _____, 2025.

C 60 INC.

By: _____
Name: Ray Valdez
Title: Board Chair



midtown
H O U S T O N

**PR PROFESSIONAL
SERVICES AGREEMENT
WITH THE GOODMAN
CORPORATION**

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 4a

This Work Order No. 4a (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant date as of March 31, 2022 (the "PSA").

Work Order Date: 2/1/2025

Consultant: The Goodman Corporation

Type of Compensation: Lump Sum

Compensation: \$92,000

Location of Services: Houston, TX

Description of Services: Funding Identification and Pursuit

Schedule Requirements: Commencement of Services: 2/1/2025

Completion of Services: 1/30/2026

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Matt Thibodeaux, Executive Director

Date: _____

Consultant:

THE GOODMAN CORPOORATOIN

By: _____

Jim Webb, CEO

Date: _____

Midtown Redevelopment Authority Funding Identification and Pursuit

February 2025

In the last 12-month period TGC was instrumental in the pursuit and award of nearly \$80M to facilitate the funding of the Caroline Cap and Midtown-area bridges as a component of the larger NHHIP project. This scope of services will facilitate two items:

- It will provide TGC with resources to scan, research, identify and provide the Authority with monthly reports on funding opportunities and programs that fit within the organization's mission and goals. This set fee will also support TGC's participation in MRA Board meetings, Committee meetings, ad-hoc meetings, and other activities related to understanding new and ongoing projects and initiatives the Authority is endeavoring towards.
- It will provide a budgetary allocation so that upon concurrence of the Authority, TGC can complete individual grant applications and detailed work related to funding pursuit itself. This budgetary amount is meant to provide TGC with the resources, flexibility, and expediency necessary to develop and submit grant pursuit documentation given tight timeframe requirements.

Task 1 – Monitor and Present Funding Opportunities

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

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

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

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

Finally, TGC will provide a monthly written report to MRA with information on opportunities and their relevancy to the Authority. TGC will discuss the applicability and relevancy of opportunities with MRA board, staff, and various committees as appropriate. Action on individual opportunities will occur via Task 2.

Task 2 – Pursuit of Funding

Upon concurrence from the Authority, TGC will develop grant applications and related materials inclusive of project narrative documentation, benefits documentation and related appendices, support documentation (and related coordination), technical reports and related graphics and production support. The cost of each effort will be discussed and agreed upon by MRA’s designee(s) on the individual level of effort, but a general overview is provided in the table below. Currently, \$32,000 remains available under the previous contract, and this agreement seeks to replenish the total authorized amount up to \$100,000 to continue supporting funding pursuit efforts. The resources made available in this task are those that are initially authorized and may be increased or otherwise adjusted upon in the future.

Tier Level (Type of Grant, Per Application)	Approximate Cost Per Application
Tier 1 - Grants and opportunities which require only a narrative	\$3,000
Tier 2 - Grants which require detailed narrative and a level of basic analysis	\$8,500
Tier 3 - Grants which require detailed narrative, coordination related to application portals, basic analysis, project development, and benefits analysis	\$17,500
Tier 4 - Grants which require Tier 3 elements along with a more detailed level of analysis and project development. This Tier also requires a higher level of coordination with elected officials and other stakeholders.	\$35,000
Tier 5 - Grants which require Tier 4 elements and a higher level of analysis, project development, and benefits analysis. This Tier is inclusive of the highest level of coordination with elected officials and other stakeholders.	\$52,500

Budget Summary

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

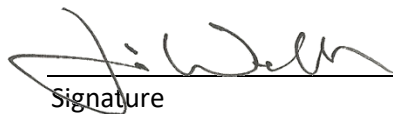
BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	Monitor and Present Funding Opportunities	\$24,000
2	Pursuit of Funding ¹	\$68,000
	Total Additional Authorized	\$92,000

Accepted for Midtown Redevelopment Authority

Signature Date

Print

Accepted for The Goodman Corporation

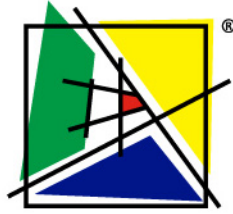
 February 6, 2025

Signature Date

Jim Webb, AICP, ENV SP

Print

¹ TGC has a remaining contract balance of \$32,000 for Pursuit of Funding; the \$68,000 proposed here will enable for a cumulative amount of \$100,000 to be available for grant development for this 12-month period.



midtown
HOUSTON

**MIDTOWN
AFFORDABLE HOUSING
PROGRAMM**



midtown
HOUSTON

**AFFORDABLE
HOUSING OPERATIONS
CAMPUS AND RELATED
ADMINISTRATIVE
MATTERS**



midtown
HOUSTON

**AMENDMENTS TO
AGREEMENTS WITH
HOUSTON HABITAT FOR
HUMANITY, FIFTH WARD
COMMUNITY
REDEVELOPMENT CORP
AND DAGGETT
DEVELOPMENT LLC**

CCPPI

To: Matt Thibodeaux

From: Affordable Housing Consultant Advisory Group (AHCAG)

CC: Mary Buzak

Date: March 21, 2025

Re: Request for Consideration of Adjustment of Sales Price for Houston Habitat for Humanity and Fifth Ward Community Redevelopment Corporation

On June 1, 2023, a Request for Proposals, entitled Guidelines for Submitting Applications for the Development of Single-Family Homes, was posted on the CCPPI website and distributed to developers. Ninety-four (94) lots were made available for this opportunity. By August 10, 2023, eleven (11) applications were received with seventy-one (71) of the lots being requested by one or more applicants. Initial reviews of complete responses were received the week of August 28, 2023, which included the Home Sales Price/Costs Worksheets for each of the house plans to be located on the lots.

The AHCAG worked with the seven (7) applicants to negotiate prices resulting in the identification of five (5) grantees and developers that were awarded lots for construction of affordable homes. The grantees included Houston Habitat for Humanity (HHfH) for seventeen (17) lots and Fifth Ward Community Redevelopment Corporation (FWCRC) for five (5) lots. In its November 2023 meeting, the MRA Board awarded twenty-two (22) lots to these two grantees for homes to be constructed with the following plans and prices:

1. HOUSTON HABITAT FOR HUMANITY:
Four (4) lots for 2 bedrooms/2 baths/1 car garage priced at \$175,000
Thirteen (13) lots for 3 bedrooms/2 baths/1 car garage priced at \$188,989
2. FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION:
Five (5) Lots for 3 bedrooms/2 baths/1 car garage priced at \$219,000

Grant Agreements were executed with these provisions. Recently, HHfH and FWCRC submitted requests for adjustments of these prices. With many of its homes under construction, HHfH referred to its agreement and stated that the maximum sales prices outlined in the contract were no longer viable due to rising construction costs and market fluctuations. FWCRC advised that, given current increases in material costs and updated subcontractor quotes, it is concerned that FWCRC is not able to cover the additional costs and take losses that will impact its operation. The

AHCAG requested and received updated Home Sales Price/Costs Worksheets from each developer that included current costs and the following resulting prices:

1. HOUSTON HABITAT FOR HUMANITY

Four (4) lots for 2 bedrooms/2baths/1car garage priced at \$ 218,373

Thirteen (13) lots for 3 bedrooms/2 baths/1 car garage priced at \$ 245,625

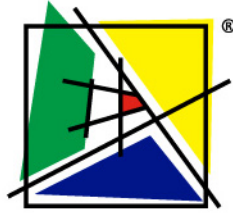
2. FIFTH WARD COMMUNITY REDEVELOPMENT CORPORATION:

Five (5) lots for 3 bedrooms/2 baths/1 car garage prices at \$ 247,851

The Home Sales Price/Costs Worksheets for the house plans were reviewed by the AHCAG with the current and anticipated costs which reflected increases in hard costs line items in excess of \$2500 per home as follows:

Excavation, Foundations, Concrete, Retaining Walls and Backfill
Framing (including roof)
HVAC (Heating and Air Conditioning)
Exterior Wall Finish
Dry Wall
Interior Trim, Doors and Mirrors

The requested adjustments of sales prices are submitted for consideration by the MRA Board.



midtown
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**MIDTOWN
CAPITAL
IMPROVEMENTS
PROGRAM
IMPROVEMENTS M**

Capital Improvements Program

Caroline Street Reconstruction

- Remedial drainage pilot project contractor has completed site restoration of landscape areas.
- Project closeout for remedial drainage pilot project pending final inspection by City of Houston.

Street Overlay and Sidewalk Program

- Projects will include comprehensive mill and asphalt overlay to improve the road surface condition and sidewalks constructed to generally 5 feet width on local streets and 6 feet width on major thoroughfares.
- Based on the City's Pavement Condition Index (PCI) ratings and Midtown Sidewalk Conditions Assessment, the next phase of projects will include improvements to Isabella Street and Truxillo Street.
- City of Houston Public Works Design Concept Report (DCR) Review Committee has completed its review of Isabella Street and Truxillo Street Roadway Rehabilitation & Sidewalk Improvement conceptual plan and determined that the project may proceed to the next phase of design.



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**S STREET OVERLAY
AND SIDEWALK
PROGRAMM**

**Truxillo and Isabella Sidewalk and Pavement Improvements
for
Midtown Redevelopment Authority (MRA)**

March 2025

The Goodman Corporation (TGC) is pleased to submit this proposal to provide design engineering and consulting services for the Truxillo and Isabella Sidewalk and Pavement Improvements project associated with the \$1,142,857 FY 23 HUD Earmark / Community Project Funds from U.S. House Representative Sheila Jackson Lee. The project will be let by the Midtown Redevelopment Authority and permitted through City of Houston as review agency.

The project will include sidewalk rehabilitation, crosswalk and pavement marking improvements, and roadway resurfacing through mill and overlay. This project was reviewed by the City of Houston through the DCR intake form process and received a "No Full DCR Needed" letter on March 19, 2025.

The corridors to be improved are:

- Isabella Street (Main Street to Fannin Street, and San Jacinto Street to Almeda Street)
- Truxillo Street (Main Street to just west of IH-69)

The project will require a topographic and boundary survey with right-of-way information due to constraints along the corridor related to existing and future sidewalk improvements.

It is anticipated that an electrical design services, acquisition of additional right-of-way, and use of easements are not required for this Project. Environmental clearance documentation, for HUD, will be completed via an existing contract TGC has with the MRA (MID122).

The design for the proposed improvements will follow City of Houston design standards and will reflect the latest guidance provided by the Whitmire Administration.

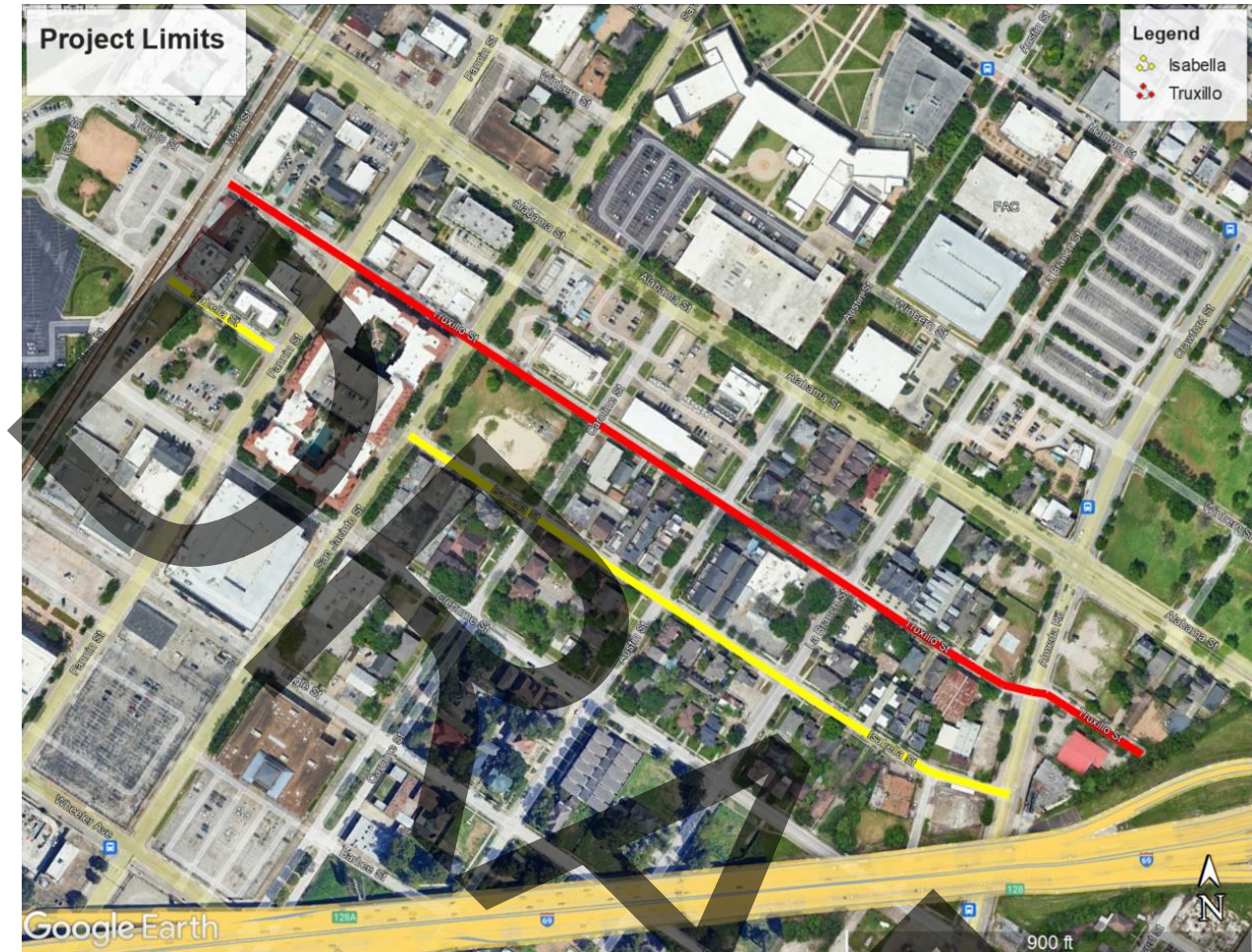


Figure 1: Project Limits

It is anticipated that TGC, on behalf of MRA, will conduct the project letting and construction phase design services. TGC will provide engineering support and document preparation to support the bid phase and construction phase of the project. TGC will provide responses to RFIs, construction phase design services, compliance to funding requirements and payment approval services. Day-to-day construction supervision, inspection and material testing will be performed by a third-party procured by the MRA.

Task 1: Plan Preparation

- Obtain survey with right-of way information
- Complete geotechnical analysis where required
- Set up plans according to COH standards including cover sheet, and title blocks
- Site visit to clarify/confirm existing site conditions with basemap
- Prepare plans and progress through the design development process
- Site visit to verify conflict and/or resolve conflict through alternate design
- Prepare and submit plans for 30%, 60%, 95%, and 100% review and final plans for approval
- The plans will include cover sheet, note sheet, demolition & removal sheets, layout plans, details, traffic control plans, SWPPP plans, drainage improvement and flood mitigation plans, and summary of quantities sheets

- Perform quantity takeoff for each plan review submittal
- Engineer's Opinion of Probable Construction Cost at 60%, 95% and 100% design based on TxDOT Average Low Bid Tabs or other recent construction project bids available
- Prepare technical specifications

Task 2: Project Management

- Coordinate with project sponsor and other stakeholders (biweekly)
- Internal coordination with team members
- Manage project scope, schedule, quantity, and budget
- Submit monthly invoices
- Private utility coordination (CenterPoint Energy, AT&T, etc.), and approval
- Coordinate with client, the COH through plan submittal and design review process for 30%, 60%, 95%, 100%, and plan approval
- Prepare Project Manual in coordination with the City project manager, including front-end documents, COH standard details, and standard specifications
- Complete the TDLR Project Registration and plan review
- Complete a Drainage Impact Study for the project areas for areas where new impervious coverage is proposed (sidewalks)
- Obtain utility signatures on final plans
- Support the City by providing required documentation and design files (in AutoCAD format for City) etc., as required
- Quality Assurance/ Quality Control (QA/QC) of all deliverables
- One public meeting for feedback on the project with the community in Midtown

Quality Assurance/ Quality Control (QA/QC)

All TGC deliverables follow a thorough Quality Assurance/ Quality Control (QA/QC) plan to ensure design conformance with established codes and client specific standards, overall project constructability, and cost-estimate accuracy. The plans and specifications for this project will undergo various stages of internal review and follow up actions to meet the company's QA/QC policy.

Deliverables:

- i. Plan submittal (30%, 60%, 95%, and 100%) for the HCFC, and COH approval
- ii. Engineer's Opinion of Probable Construction Cost (at 60%, 95%, & 100%)
- iii. Project manual and technical specifications

Tasks not included in the current scope of work:

- Sub-surface Utility Exploration (any level A and B SUE) survey
- Environmental onsite exploration and mitigation
- A comprehensive DCC and DCR review process
- Traffic signal
- Traffic warrant analysis

Task 3: Bid Phase Services

TGC will prepare the bid documents for the construction of the projects, advertise, conduct a pre-bid meeting, respond to bidder's question, collect bids, evaluate proposals, and recommend the lowest responsive and responsible bidder for award to the client. The bid advertisements and the follow-up processes will utilize the online tool, CivCast. The advertisements will also be published in the local newspaper for two days on two subsequent weeks. A reimbursable expense is included for ads.

Deliverables:

- i. Bid tabs
- ii. Recommendation for award

Task 4: Construction Phase Design Services

TGC will provide construction phase design services for the project during the construction phase. Federal compliance will be coordinated under an existing MRA contract (MID122). TGC will provide the following services.

- Provide responses to technical RFIs (assumed up to 10)
- Shop drawing review (assumed up to 8)
- Participate in pre-construction meeting and progress meetings (assumed monthly up to 4)
- Site visits as required (assumed up to 6 visits)
- TDLR inspection coordination
- Substantial completion walkthrough and punch list preparation
- Collecting redlined/marked-up plans from contractor and preparation of as-built/ conformed to construction plans
- Complete project financial close-out audit; coordinate with sponsor

Day-to-day construction supervision, inspection and material testing will be performed by a third-party.

Deliverables:

- i. Pre-Construction Meeting
- ii. Responses to design related questions / request for Information (RFIs)
- iii. Formal reviews of shop drawings
- iv. Project closeout documentation

Tasks not included in the current scope of work:

- As-built survey

Project Schedule

A tentative project schedule is shown below.

PROJECT SCHEDULE																		
TASKS	DESCRIPTION	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17
T1	Plan Preparation																	
T2	Project Management																	
T3	Bid Phase Services																	
T4	Construction Phase Design Services																	

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs as provided in the tables below.

Task	Description	Cost
1	Plan Preparation	\$152,693
2	Project Management	\$61,460
3	Bid Phase Services	\$18,471
4	Construction Phase Design Services	\$25,392
Total Authorized		\$258,016

Level of Effort

MID - HUD PROJECT DESIGN								
Category	Category Rate	Task 0 DCR Intake	Task 1 Plan Preparation	Task 2 Project Management	Task 3 Bid Phase Services	Task 4 Construction Phase Services	General ODC	Totals
Admin I	\$95.33			20	8	4		\$3,142
Associate I	\$103.27							
Associate II	\$119.16							
Associate III	\$142.99		20					\$2,946
Senior Associate I	\$158.88							
Senior Associate II	\$174.77							
Senior Associate III	\$190.66		100	80	10	4		\$38,903
Principal I	\$206.55							
Principal II	\$246.27		32	64	20	4		\$30,542
Principal III	\$293.08			24	12	8		\$13,283
Engineer Associate I	\$103.27							
Engineer Associate II	\$119.16		300			20		\$39,267
Engineer Associate III	\$146.96							
Engineer Senior Associate I	\$162.85							
Engineer Senior Associate II	\$178.74							
Engineer Senior Associate III	\$198.60			48	16	60		\$25,363
Engineer Principal I	\$214.49							
Engineer Principal II	\$254.21		64	36	8	20		\$33,517
Engineer Principal III	\$309.82							
Staff Hours By Task			516	272	74	120	982	\$186,963
Other Direct Expenses								
TDLR Registration				\$225				\$225
TDLR Plan Review				\$450				\$450
TDLR Inspection & Approval						\$500		\$500
Milage & Printing & Ads			\$200		\$1,600	\$300		\$2,100
Sub-Contractors								
Topographic Survey (+10%)			\$20,252					\$20,252
Right-of-Way Survey (+10%)			\$17,526					\$17,526
Geotech (+10%)			\$30,000					\$30,000
Landscape Architect (+10%)								
Subtotals								
Subtotal: Staff Expense			\$84,715	\$60,785	\$16,871	\$24,592		\$186,963
Subtotal: Other Direct Expenses			\$200	\$675	\$1,600	\$800		\$3,275
Subtotal: Sub-Contractor			\$67,778					\$67,778
Totals			\$152,693	\$61,460	\$18,471	\$25,392		\$258,015